

## MORTGAGE RECORD 85

which mortgage is duly recorded in Mortgage record No. 85 at Page 236 in the office of the Register of Deeds, Douglas County, State of Kansas.

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its Vice President, and its corporate seal to be affixed this third day of June, 1940.

ATTEST:

(CORP. SEAL)

Kelvin Hoover  
Cashier

THE FIRST NATIONAL BANK OF LAWRENCE  
Lawrence, Kansas  
By George Docking  
Vice Pres

STATE OF KANSAS } ss  
COUNTY OF DOUGLAS }

On this third day of June, 1940, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared George Docking, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

E B Martin  
Notary Public

(SEAL) My commission expires Sept. 17, 1941

Recorded June 4, 1940 at 6:25 A.M.

*David A. Beck* Register of Deeds

Receiving No. 10204 <

KANSAS MORTGAGE

THIS MORTGAGE, made this 22nd day of May A.D., 1940, between H. J. Peterson and Ara Peterson, his wife of Douglas County, and State of Kansas, (the first party hereto); and PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY (a corporation organized and existing under an Act of Congress of the United States of America, known as "The Federal Farm Loan Act"), having its principal office in Kansas City, County of Jackson and State of Missouri, (the second party hereto);

WITNESSETH, that said first party, for and in consideration of the sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars, in hand paid, by the party of the second part, receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto said second party, and to its successors and assigns forever, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The South half of the Northwest quarter of Section 26, and the South half of the Northeast quarter of Section 27, all in Township 13, Range 19.

Subject to easements for rights of ways for roads, highways, telephone, high lines or pipe lines.

TO HAVE AND TO HOLD the same, together with all buildings and improvements now or at any time hereafter located thereon, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever.

All the persons together constituting said first party hereby jointly and severally covenant and agree with said second party that said first party is now lawfully seized in fee of said premises, and has good right to sell or convey the same and that same are free and clear of all liens and encumbrances, except as herein stated and that said first party will forever warrant and defend the same against all lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express condition that whereas the said H. J. Peterson and Ara Peterson, his wife (is or are) justly indebted unto said second party in the principal sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars, for a loan thereof made by said second party to said first party, as evidenced by a certain promissory note of even date herewith, made, executed and delivered by first party, and payable to the order of said second party at its office in Kansas City, Missouri, in the principal sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars, payable, in semi-annual installments of \$176.00 due on December 1, 1940, and on the first day of each and every succeeding June 1st and December 1st thereafter to and including December 1, 1949, and the unpaid balance of principal and interest payable June 1, 1950; each installment to be applied first to the payment of interest, and the balance of installment to apply on the principal, with interest from date at the rate of five per centum per annum, payable semi-annually on the first day of June and December of each year. Privilege is granted to pay \$100.00 or any multiple thereof on any interest paying date.

All installments of principal or interest, when in default, shall bear interest from the date delinquent to the date of payment at the rate of eight per centum per annum.

The within described note is given as part of the purchase price of the herein described real estate.

Said note further provides that in case of default in the payment of any interest or principal when due or in the performance of any of the covenants or agreements contained in this mortgage, that then or at any time thereafter during the continuance of such default, the legal holder thereof may at his option, with or without notice, declare the whole debt, both principal and interest, immediately due and payable.

Now, if the said first party shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents shall be void and shall be released at the cost of the first party; otherwise to remain in full force and effect.

All of the persons together constituting said first party hereby jointly and severally further covenant, promise and agree to and with said second party as follows, to-wit: (1) to pay on demand all taxes and assessments, general and special, now existing against said land and the improvements thereon, and to pay when due or within the time required by law all taxes and assessments, general and special, hereafter levied or charged thereon or therefor; and to pay when due the principal and interest and to perform all of the covenants and agreements contained in all prior mortgages, if any; and further to pay any recording fee or tax, or any tax or assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness; (2) to procure and keep in force, as long as any part of the indebtedness hereby secured shall remain unpaid, policies of insurance in companies at all times satisfactory to said second party, insuring the buildings which now or hereafter may be on said real estate, against loss by Fire and Lightning, Windstorms, Tornadoes and Cyclones for full insurable value of such improvements, and to assign and deliver all the policies representing said insurance to said second party, with standard non-contributory beneficiary clauses attached to said policies, making the loss thereunder, if any, payable to said second party, as additional security, with power to demand, and sole power to receive and collect any and all moneys becoming payable thereunder and to apply the same toward the payment of said note, unless otherwise paid, and in the event

Mortgage record No. 85-295  
Mortgage record No. 85-299