

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of FOUR THOUSAND EIGHT HUNDRED and 00/100 . . Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows:

\$100.00 due March 1, 1945	\$100.00 due March 1, 1950
\$100.00 due September, 1, 1945	100.00 due September 1, 1950
100.00 due March 1, 1946	100.00 due March 1, 1951
100.00 due September 1, 1946	100.00 due September 1, 1951
100.00 due March 1, 1947	100.00 due March 1, 1952
100.00 due September 1, 1947	100.00 due September 1, 1952
100.00 due March 1, 1948	100.00 due March 1, 1953
100.00 due September 1, 1948	100.00 due September 1, 1953
100.00 due March 1, 1949	100.00 due March 1, 1954
100.00 due September 1, 1949	2,900.00 due September 1, 1954

with interest thereon from September 1, 1944 until maturity, at the rate of 4½ per cent per annum, payable semi-annually on the first days of March and September in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First Party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by the second party the amount thereof shall be deducted from the proceeds of this loan.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, ----- or assigns, in the sum of not less than, NO REQUIREMENTS Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisement.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Robert P. Laptad
Melba Laptad

STATE OF KANSAS,)
County of Douglas,) ss

BE IT REMEMBERED, That on this 22nd day of September A.D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert P. Laptad and Melba Laptad, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

George Docking
Notary Public.

(SEAL) (Commission expires July 13 1948)

Recorded September 29, 1944 at 4:15 P. M.

Harold G. Beck Register of Deeds.

Receiving No. 21652

M O R T G A G E

Reg. No. 3898
Fee Paid \$13.00

THIS INDENTURE, Made this 25th. day of September, 1944, by and between Ivan D. Rowe and Elfriede F. Rowe, husband and wife of Lawrence, Kansas, Mortgagor, and The Lawrence National Bank Lawrence, Kansas, a corporation organized and existing under the laws of United States of America, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifty-two hundred and no/100 - - Dollars (\$5,200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

All of Lot 12, and the South one-half (S $\frac{1}{2}$) of Lot 11, all in Block 11, in Lane Place, an addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus.

[illegible]