

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 14th day of January in the year of our Lord, thirteen
hundred and seven, between Frank L. Peairs, and Mildred
Hall Peairs, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

The Peoples State Bank of the second part:
 Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Thousand Five Hundred Dollars,
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
 to the said part of the second part its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas,
 and State of Kansas, described as follows, to wit:

Commencing 275 feet and two (2) inches west of the north
east corner of the north west fractional quarter section seven (7)
township thirteen (13) range twenty (20) east of the 6th P.M.
thence south 275 feet and two (2) inches; thence east 275 feet
and two (2) inches; thence south 547 feet - three (3) inches
thence west 275 feet - two (2) inches; thence south 177 feet
(1) inches; thence west 978 feet - two (2) inches north 60 rods;
thence east - 978 feet to the place of beginning, containing
25 to acres more or less. It is hereby agreed upon the sale of the mortgaged premises
the whole or any part of the mortgaged premises payment will be accepted by the
mortgagee of the entire mortgage debt, or such proportion thereof as the amount of
paid to the entire mortgage debt and the mortgagee upon such payment agrees to release of
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Parties of the first part do hereby covenant and agree that
 at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible
 estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of

\$4500.00

according to the terms of one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part of of the second part
said note maturing one year after date and bearing interest at the
rate of seven per cent per annum.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or
 interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount
 shall become due and payable, and it shall be lawful for the said part of of the second part, the executors, administrators and assigns, at
 any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising
 from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the
 overplus, if any there be, shall be paid by the part making such sale, on demand, to said
 heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Frank L. Peairs [SEAL]

Mildred Hall Peairs [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE REMEMBERED, That on this 15th day of January A. D. 1917, before me

the undersigned a Notary Public in and for said County and State, came
Frank L. Peairs and Mildred Hall Peairs his wife

to me personally known to be the same

person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
 year last above written.

My Commission Expires Jan. 26 - 1910

E. J. Hilkey

Notary Public.

Filed for Record the 16th day of Jan. A. D. 1917, at 7¹⁰ o'clock P. M.

W. Armstrong

Register of Deeds.

By Charles Armstrong

Deputy.

(For Partial Release See Deed Book No. 83 Page 47) (In W.C. Deed) (In W.C. Deed)

This document is subject to the original instrument. The note herein described having been paid in full, this document is hereby released and the same is hereby created discharged. As witness my hand this 15th day of January, A.D. 1917.

Recorded May 11 1917