

Mortgage Record. 46

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Journal for Deeds, Bills of Sale, Mortgages, Land, etc., Kansas.

This Indenture, Made this 20th day of December A.D. 1907, between
 Charles H. Marlin and Bertrice C. Marlin Husband and
wife Douglas County, in the State of Kansas, of the first part, and
Douglas State Bank of Lawrence Kansas of the second part:

Witnesseth, That said part 1 of the first part, in consideration of the sum of Two Thousand (\$2,000.00) and 10 DOLLARS

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2 of the second part, heirs and assigns, all the following described REAL ESTATE, situated in Douglas County,

and State of Kansas, to-wit:

The North East Quarter of the North East Quarter and
The North Half of the North West Quarter of the North
East Quarter of Section Three (3) Township Fifteen
(5) Range Twenty (20) containing Thirty Acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever:

PROVIDED, ALWAYS, And these presents are upon the expressed condition, that unless and until the instrument is made, executed & delivered upon the following conditions
to wit: if the parties of the first part are justly indebted unto the said party of the second part in the principal sum of Two Thousand (\$2,000.00) Dollars payable according to the third and fifth sections of the second part of this law, executed and delivered by the said parties of the first part, bearing date December 20th 1907, and payable to me, executed and delivered by the said party of the second part on the 20th day of December 1912, to the following
contract, from date until maturity at the rate of six per cent per annum, payable annually
on the 20th day of June and December in each year, and in per cents per annum after maturity,
the installments of interest being further induced by the note attached to each principal note and of
over date therewith, and payable in like manner, said parties of the first part agree to insure such real property for
the period of this lease for at least One Thousand Dollars for the benefit of the said mortgagee in case of fire,
loss under such insurance to be liable to them according to their interest, and also agree to have any release of this
mortgage made by said mortgagee in its regards, provided it be given to said parties of the first part.

NOW, If said party 1 of the first part shall pay or cause to be paid to said party 2 of the second part, the sum or sums of money,
 said sum of money in the above described note 2 mentioned, together with the interest thereon, according to the terms and tenor of the same,
 then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money,
 or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes, and assessments of every nature which are or
 may be assessed and levied against said premises or any part thereof are not paid, when the same are by law made due and payable, then the
 said sum or sums, and interest thereon shall, and by these presents become due and payable, and said party 2 of the second part
 shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party 1 of the first part has hereunto set his hands,

the day and year first above written.

Charles H. Marlin
 Bertrice C. Marlin

STATE OF KANSAS, } ss.
 Douglas County.

BE IT REMEMBERED, That on this 23 day of December A.D. 1907, before me, the undersigned,
 signed, a Notary Public in and for the County and State aforesaid, came
 Charles H. Marlin and Bertrice C. Marlin his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

Seal, the day and year last above written.

A. P. Pomeroy, Notary Public.

Term expired July 28, 1910

Recorded Dec. 27 A.D. 1907, at 2³⁰ o'clock P.M.

All Acknowledgments
 By Emil E. Armstrong. Reg. of Deeds.
 Emil E. Armstrong, Dep.

Received Feb 26 1910
 Filed & arranged
 Register of Deeds

STANDARD FORM