Mortgage Record.

Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kansas.

This Indenture, Made this 13th day of April A. D. 1908, between C. A. Fine and Grace Fine, his wife of Douglas County, in the State of Kansas of the first part, and S. Stull of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Three hundred and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

Beginning 25 Rods South of North West Corner of North East quarter (¼) Section Thirty one (31) Township Twelve (12) Range Eighteen (18) South 5 rods; east 17 rods 6 ft. North 5 rods; West 17 rods 6 feet; to Beginning, being one half (½) acre more or less.

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

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said C. A. Fine and Grace Fine his wife have this day executed and delivered one certain promissory note in writing to said party of the second part of which the following is a copy: For value received we promise to pay to the order of S. Stull Three hundred and no/100 Dollars lawful money of the United States, Three years after date bearing with interest thereon at the rate of 8% per annum payable semi-annually, on the 13th day of October and April in each year according to the bank of coupons for twelve of two Dollars each annexed. Bearing even date herewith, said principal and interest being payable at Douglas State Bank. It is expressly declared and agreed that this note & the coupons hereto attached are made and executed under & are to be construed by the laws of the State of Kansas in every particular & we pledge for an actual loan three hundred and no/100 dollars at Stull dated December 6th, 1907. This note and these coupons are secured by a mortgage of even date herewith & are payable at sight.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note 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 whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. See below

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

C. A. Fine,
Grace Fine,

STATE OF KANSAS, } SS.
Douglas County.

BE IT REMEMBERED, That on this 13th day of April A. D. 1908, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. A. Fine and Grace Fine husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have 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.

W. L. McAtee, Notary Public.

Term expires Apr. 9 1909

Recorded May 5 A. D. 1908, at 8:30 o'clock A. M.

A. W. Armstrong, Register of Deeds.
By Elsie E. Armstrong Dep.

And said parties of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of Three hundred and no/100 Dollars, for the mortgagee or his assigns, attorneys fees for the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage.

Received April 18 1911
Floyd L. Lawrence
Register of Deeds
By Elizabeth Lindquist Jr. Book 140 Page 578

The following is endorsed on the original instrument.
This note has been paid and the lien of the within mortgage is hereby released and satisfied.
Witness my hand and seal this 13th day of April 1908.
J. Morris Broadhead
State Bank of Lawrence
By Chas. Curtis
Cashier