

Mortgage Record.

79

This Indenture, Made this 11th day of January A.D. 1909, between
H. C. Givens, an unmarried woman -
of Douglas, County, in the State of Kansas) of the first part, and
Charles E. State Bank of Lawrence, Kansas
of Lawrence, County, in the State of Kansas) of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Seventeen Hundred Two and 10 DOLLARS

the receipt of which is hereby acknowledged, do as by these presents, grant, bargain, sell and convey unto said party of the second part, its successors heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:

and State of Kansas, to wit:-
The South Nine Inches of Lot No. Three (3) and all of Lot
Five (5) and The South Half of Lot No. Eight (8) and
The North Half of Lot No. Ten (10). All on Massachusetts
in the City of Lawrence, Kansas.

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 express condition, that whereas in~~

ha ____ this day executed and delivered _____ certain promissory note _____ in writing to said part _____ of the second part of
which the following _____ cop _____ :

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, ~~the sum of~~ ^{the sum of} ~~one thousand~~ ^{one thousand} dollars of assumpsit, said sum of money in the above described note ~~is~~ 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.

IN WITNESS WHEREOF, The said party of the first part have hereunto set his hand
the day and year first above written.

STATE OF KANSAS. }
Douglas County. } SS.

BE IT REMEMBERED, That on this 5th day of January, A.D. 1907, before me, the under-
signed, a Walter J. Gibb, in and for the County and State aforesaid, came
R. P. Dumas, an unscrupulous man,

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

E. J. Wilkey Notary Public.
Term expires January 26th 1980

Recorded Jan. 28th A. D. 1909, at 3⁰⁰ o'clock P. M.

Floyd L Lawrence Register of Trade.

Received January 9, 1911
H. G. Lawrence
Register of Deeds.

And this instrument, is made, executed and delivered, upon the following conditions:

to-wit: Said parties of the first part are jointly indebted unto the said party of the second part in the principal sum of Seventeen Thousand ~~no~~ Dollars, payable according to the terms and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date January 5th, 1887, and payable to the order of the said party of the second part, notice being given January 1st, 1888, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 1st days of January and July in each year, and the principal sum herein after mentioned, with interest, and interest being further evidenced by this instrument, or attached to, or cancellable note and/or ever date thereafter, and payable in the manner. Said parties of the first part agree to insure said real property for the period of this loan for at least Seventeen Thousand ~~no~~ Dollars for the benefit of the said lumber mill, or its assigns, any loss under such insurance to be made payable to them according to their interest and also to have and receive of this mortgage made by said mortgagor or its assigns, record of all expenses of said parties of the first part.