

Mortgage Record.

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This Indenture, Made this 20th day of February A. D. 1909, between Alva E. Lee and Linnia P. Lee, his wife of Shawnee County, in the State of Kansas of the first part, and Peoples State Bank of Lawrence, Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of Four Thousand and 00 and 00 DOLLARS

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd 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: The South half of the South West Quarter (3) Section number Sixteen (16) of the South West (16) acres of the South East, (5) Section number Seventeen (17) Also, Commencing at the North East Corner of the North East Quarter of Section number Twenty (20) Thence running South, to the North East Corner of said North East Quarter of Section (20) and Four (4) feet, thence west, by the south line of said North East Quarter of Section (20) to the center of said road, to the North line of said North East Quarter of said Section Twenty, thence east with said North line to place of beginning, All of the above being in Township number Thirteen (13) South of Range number Eighteen (18) East of the 6th P. M.

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

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 part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, its successors 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; but 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, add by these presents become due and payable, and said part 2nd of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and the day and year first above written.

Alva E. Lee
Linnia P. Lee

STATE OF KANSAS, }
Shawnee County, } SS.

BE IT REMEMBERED, That on this 24th day of February A. D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alva E. Lee and Linnia P. Lee, his wife.

who are personally known to me to be the same person 2nd who executed the within instrument of writing, and such person 2nd has duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my signature Seal, the day and year last above written.

Ollie M. Moun Notary Public.

Term expires Sept 10th 1911

Recorded Feb 27 A. D. 1909, at 10³⁴ o'clock 9 M.

Edw L Lawrence Register of Deeds.

And this instrument is made, executed and delivered upon the following conditions to-wit: Said parties are jointly indebted unto the said party of the second part in the principal sum of Four Thousand and 00/100 Dollars, payable according to the terms and effect of said certain first Mortgage Note executed and delivered by the said parties of the first part, bearing date February 20th 1909, and payable to the order of the said party of the second part, on the first day of March 1911 with interest thereon from March, First 1909 until maturity at the rate of six per cent per annum, payable semi-annually, on the first days of March and September in each year, and six per cent per annum after maturity, the installments of interest shall be paid and be paid by the interest coupons attached to said principal note and if even date therewith, and payable in full manner. Said parties of the first part agree to insure said real property upon the period of this loan for at least Twenty Five Hundred Dollars, for the benefit of the said mortgage, or its assigns, and loss under such insurance to be made payable to them according to this subject and also agree to keep any release of this mortgage made by said mortgagor or its assigns recorded of the office of said parties of the first part.

Received of Alva E. Lee the sum of Four Thousand and 00 Dollars, in full satisfaction of the within Mortgage. Peoples State Bank of Lawrence, Kansas (Comp. sent)

Recorded Mar 2 1911
Edw L Lawrence
Register of Deeds
Shawnee County, Kan.