Mortgage Record.

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STANDARD FORM

This Indenture, Made this 23rd day of February A. D. 1902, between Alva E. Ice and Emma P. Ice, his wife of Shawnee County, in the State of Kansas of the first part, and Peoples State Bank, of Lawrence - Kansas ~~County, in the State of~~ of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Three Thousand 00/100 and 00/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, 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 of section Sixteen (16) and the South half of the North west quarter of Section Twenty One (21) and the South Sixty (60) acres of the south east quarter of Section Seventeen (17) Also beginning at the North East corner of the North East Quarter of Section Twenty (20) thence running South along the East line of said South east quarter Sixty Six (66) rods and four (4) feet thence West to the Center of Wakarusa Creek thence Northwesterly with the center of said Creek to the North line of said North East Quarter of said Section Twenty (20) thence east with said north line to place of beginning Also the west one fourth (¼) of the south west quarter (¼) Section Twenty one (21) all of the above being in Township Thirteen (13) South of Range Eighteen (18) East of the Sixth P. M. This is a second mortgage given subject to two first mortgages of even date one for two thousand dollars and one for Three Thousand Dollars covering respectively of parts of above described land and each payable to Peoples State Bank 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 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 parties of the first part shall pay or cause to be paid to said party of the second part, its successors ~~heirs~~ or assigns, ~~and~~ 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~~ 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~~ or 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, at the option of the holder hereof, and without notice, 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 parties of the first part have hereunto set their hand s the day and year first above written.

Alva E. Ice.
Emma P. Ice.

STATE OF KANSAS, } SS.
Shawnee County.

BE IT REMEMBERED, That on this 24th day of February A. D. 1902, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alva E. Ice and Emma P. Ice - his 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 notarial Seal, the day and year last above written.

Ollie McKown. Notary Public.

Term expires Sept. 18th 1901

Recorded Feb. 27 A. D. 1902, at 8:30 o'clock A. M.

Floyd L. 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 justly indebted unto the said party of the second part in the principal sum of Three Thousand 00/100 Dollars payable according to the time and effect of one certain first Mortgage note, executed and delivered by the said parties of the first part, bearing date February 23rd 1902 and payable to the order of the said party of the second part on the first day of March 1902 with interest thereon from March first 1902 until maturity at the rate of eight per cent per annum payable semi annually on the first days of March and September in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by six interest coupons attached to said principal note and of even date therewith, 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 Twenty four Hundred 00/100 Dollars for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded, at the expense of said parties of the first part.

Recorded Sept 2 1913
Floyd L. Lawrence
Register of Deeds
A. McDonald Deputy

Sept 2nd 1913
The within mortgage is hereby satisfied in full and released.
The said mortgage, duly assigned to Ollie Spaulding
(For assignment see Book 51 Page 277)
H. E. Spaulding

(For Release see Book 57 Page 256)