

Mortgage Record.

JOURNAL OF THE REGISTER, PUBLISHED DAILY AND WEEKLY BY THE REGISTER, LAWRENCE, KANSAS

This Indenture, Made this 28th day of August A. D. 1909, Between
Joseph C. McCaules and Nettie M. McCaules his wife
 of Douglas County, in the State of Kansas of the first part, and
People's State Bank of Lawrence, Kansas
 of _____ County, in the State of _____ of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Five Thousand 00/100 and _____ DOLLARS
 the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said part of 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:—

Begin at a point on the East line of Massachusetts Street, Lawrence, Thirty
Five (35) feet South of the North line of Adams Street, thence South along said
East line of Massachusetts Street Three Hundred Eighty (388) feet; thence East
Three Hundred Twenty (320) feet; thence North Three Hundred Eighty (388) feet;
thence West Three Hundred Thirty (330) feet to point of beginning.

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 _____ of the first part shall pay or cause to be paid to said part _____ 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; 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 part _____ of the second part
 shall be entitled to the possession of said premises.

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

STATE OF KANSAS, } ss.
Douglas County, }

BE IT REMEMBERED, That on this 28th day of August A. D. 1909, before me, the under-
 signed, a Notary Public in and for the County and State aforesaid, came
Joseph C. McCaules and Nettie M. McCaules his wife

who are personally known to me to be the same person who executed the within instru-
 ment of writing, and such person 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.

Chas. F. Brooks Notary Public.

Term expires June 4th 1910

Recorded Oct. 2nd A. D. 1909, at 9th 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 Five Thousand 00/100 Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date August 28th 1909 and payable to the order of the said party of the second part, on the 28th day of February 1910 with interest thereon from date until maturity at the rate of 6 $\frac{1}{2}$ per cent per annum, and ten per cent per annum after maturity, Said parties of the first part agree to insure said real property for the period of this loan for at least _____ 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.

(The following is endorsed on the original instrument)
 Received Aug 22 1910
 1050000
 Received of Joseph C. McCaules, by People's State Bank, the legal holder and owner of the note secured by the within mortgage, the sum of Five Thousand Dollars in full satisfaction of the said mortgage which is hereby acknowledged and released.
 People's State Bank
 by J. H. Lawrence, Vice Pres.

(The following is endorsed on the original instrument)
 Received Oct 17 1910
 1050000
 Received of Joseph C. McCaules, by the legal holder and owner of the note secured by the within mortgage, the sum of Five Thousand Dollars in full satisfaction of the said mortgage which is hereby acknowledged and released.
 People's State Bank
 by J. H. Lawrence, Vice Pres.