

# Mortgage Record.

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**This Indenture**, Made this 15<sup>th</sup> day of October A. D. 1909, between W. J. Deay and Emma Deay husband and wife of Douglas County, in the State of Kansas of the first part, and Peoples State Bank, Lawrence, Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of Four Thousand 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents, Mortgage and warrant unto said part 2d of the second part, its successors and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

The Northwest Quarter (1/4), Section Sixteen (16) Township fourteen (14), Range Twenty one (21) containing one hundred sixty acres 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

he W. J. Deay this day executed and delivered to the second part certain promissory note in writing to said part 2d 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 2d of the second part, its successors 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 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 2d 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 S the day and year first above written.

W. J. Deay  
Emma Deay

STATE OF KANSAS. } SS.  
Douglas County. }

BE IT REMEMBERED, That on this 15<sup>th</sup> day of October A. D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. J. Deay and Emma Deay 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

Seal, the day and year last above written.

Geo. H. Gethholz Notary Public.  
Term expires Sept. 20<sup>th</sup> 1911

Recorded October 19- A. D. 1909, at 2<sup>12</sup> o'clock P. M.  
J. Boyd Lawrence Registrar 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 Four 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 October 15th 1909 and payable to the order of the said party of the second part, on the 15th day of October 1914 with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 15th days of April and October in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 interest coupons attached to said principal note and of even date therewith, and payable in like manner. 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.

Received of W. J. Deay and Emma Deay the sum of Four Thousand 00/100 Dollars, in full satisfaction of the said indented mortgage, which they delivered to me, the undersigned, a Notary Public, in and for the County and State aforesaid, on this 15<sup>th</sup> day of October 1909.  
Geo. H. Gethholz  
 Notary Public.  
 Recorded Oct. 16<sup>th</sup> 1909  
Estelle M. D. Lawrence  
 Registrar of Deeds.