

# Mortgage Record.

141

This Indenture, Made this first day of November A. D. 1909, between Charles H. Oakes and Cora H. Oakes husband and wife of Douglas 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 ies of the first part, in consideration of the sum of Sixteen Hundred 00/100 and 100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, Mortgage and warrant unto said part y 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 North West Quarter (1/4) of Section Number Six (6) Township Number Fourteen (14), Range Number twenty (20)

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 100 Dollars

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

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

Charles H. Oakes  
Cora H. Oakes

STATE OF KANSAS. } ss.  
Douglas County. }

BE IT REMEMBERED, That on this first day of November A. D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles H. Oakes and Cora H. Oakes - 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.

*E. L. Lawrence*

E. J. Hilkey

Notary Public.

Term expires January 26<sup>th</sup> 1910

Recorded Nov 1<sup>st</sup> A. D. 1909, at 4<sup>05</sup> o'clock P. M.

Floyd L. Lawrence

Register of Deeds.

Minnie A. Lawrence

Recorded Oct 16<sup>th</sup> 1909  
Capella J. Northrup  
 Notary Public  
 (Corp Seal)  
 The following is a correct copy of the original mortgage as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 16th day of October, 1909, and the same is hereby certified to be a true and correct copy of the original mortgage as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 16th day of October, 1909.

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 Sixteen Hundred 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 November First 1909 and payable to the order of the said party of the second part, on the first day of November 1914 with interest thereon from date until maturity at the rate of six per cent per annum, payable annually, on the first days of November in each year, and ten per cent per annum after maturity the installments of interest being further evidenced by five interest coupons attached to said mortgage 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 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.