

## MORTGAGE RECORD.

This Indenture, Made this 28th day of April, A. D. 1914, between  
John F. Bennett & Agnes Bennett, (Husband & Wife)  
 of Norton County, in the State of Kansas, of the first part, and  
Security State Bank, Eskridge, Kans.  
 of Nabannue County, in the State of Kansas, of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of

One Thousand

and no DOLLARS,

the receipt of which is hereby acknowledged, do — by these presents, Grant, Bargain, Sell, and Convey unto said part y of the second part, its  
 heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Fractional lot numbered 165 in Block numbered 55 in that part of the City of Lawrence, Kansas, known as West Lawrence, Douglas County, Kansas. Also the following tract, piece or parcel of land lying and being situated in the City of Lawrence, County of Douglas and State of Kansas, coming in the following metes and bounds: Beginning at a point 50 feet North of the South East corner of Lot numbered One (1) in Block numbered 3 of Lane Place; thence running North 24 feet to the South line of Lot numbered 165 in Block numbered 55 West Lawrence; thence West with the South line of said Lot No. 165, 125 feet; thence South 24 feet to the North line of said Lot No. One (1) in Block numbered 3 Lane Place; thence East 125 feet to the place of beginning, all the above described property being in the City of Lawrence, County of Douglas and State of 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 express condition, that whereas, said

John F. Bennett & Agnes Bennett, (Husband & Wife)

do hereby this day executed and delivered One certain promissory note — in writing to said part y of the second part, of which the following is a copy:

\$1000.

Eskridge, Kansas April 10th 1914.

On the 10th day of April 1915 we promise to pay to the order of The Security State Bank, for value received, One Thousand Dollars at The Security State Bank of Eskridge, Kansas, with interest thereon at the rate of 8 per cent per annum after date.

Appraisement waived or not waived at the election of the holder thereof. But if this note is not paid when due, then to draw interest at the rate of ten per cent per annum from date until paid. The endorsers, guarantors and assignors severally waive presentment for payment, protest and notice of protest for nonpayment of this note and all defence on the ground of any extension of the time of its payment that may be given by the holder or holders, to them or either of them, or the maker or makers thereof.

John F. Bennett  
 Agnes Bennett

NOW, If said part ies of the first part shall pay or cause to be paid to said part y of the second part, their heirs 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 or sums of money, or any part thereof, or any interest thereon, is not paid when the same are due, 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 and by these presents become due and payable, and said part ies of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part ies of the first part ha, th hereto set their hand & the day and year first above written.

John F. Bennett  
 Agnes Bennett

State of Kansas, Norton County, ss.

BE IT REMEMBERED, That on this 28th day of April, A. D. 1914, before me, the undersigned, a

Notary Public

in and for the County and State aforesaid, came

John F. Bennett & Agnes Bennett, husband and wife

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

Term expires Oct 29, 1917.

E. E. Jeter, Notary Public.

Filed for Record on the

4th day of May

A. D. 1914 at 135 o'clock P. M.

Floyd Lawrence Register of Deeds.  
Geo. C. Mettel Deputy.

For Release In Book 62 Page 168

THIS FOLLOWING IS SUBSCRIBED ON THE CHARGE OF THE CHURCH, IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Received of John F. Bennett & Agnes Bennett, (Husband & Wife) the sum of One Thousand Dollars in full satisfaction of the within instrument of writing.

Mar - 17 - 1915

Recorded March 20th 1915  
 Floyd Lawrence  
 Register of Deeds