

## MORTGAGE RECORD.

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This Indenture, Made this 20th day of July in the year of our Lord one thousand

nine hundred and eleven between

Lewis H. Stark and Pearl Stark, husband and wife,

of Meriam, in the County of Johnson and State of Kansas, of the first part, and

C. H. Rucker of the second part:

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

Eight Hundred and 00/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said

party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas,

described as follows, to wit:

lots No. Sixty-two (62) and Sixty-four (64) on New Hampshire

Street in the City of Lawrence,

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of

inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is

intended as a Mortgage to secure the payment of the sum of Eight Hundred and 00/100 DOLLARS,

according to the terms of one certain promissory note this day executed by the said parties of the first part

to the said party of the second part; said note being given for the sum of

Eight hundred and 00/100 DOLLARS,

dated Lawrence, Kans. July 20, 1911, due and payable in five years from date

thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10% coupons of twenty-five dollars each thereto

attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties

of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and

insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from

the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per

annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up

thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and

costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for

insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his

executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement

hereby waived or not at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from

such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and

the overplus, if any there be, shall be paid by the party making such sale, on demand to the said parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Lewis H. Stark [SEAL]

Mrs. Pearl Stark [SEAL]

State of Kansas, Johnson County, ss.

BE IT REMEMBERED, That on this 16th day of Aug. A. D. 1911, before me,

John J. White, a Notary Public in and for said County and State, came

Lewis H. Stark and Pearl Stark, his wife,

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution

of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires March 22, 1914.

Filed for Record on the 14th day of Aug. A. D. 1911, at 3:15 o'clock P. M.

Floyd L. Lawrence, Register of Deeds.

R. M. McConnell, Deputy.

Recorded July 23 1911  
E. H. Rucker  
Register of Deeds

Peoples State Bank Form