

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 26th day of February in the year of our Lord one thousand nine hundred twelve, between L. Pitt, a widower, male, Pitt, and Emily Pitt of Lawrence, Douglas County, Kansas, and Frank J. Pitt of Emmola, in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two Hundred Twenty Five (\$225.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said part 2nd of the second part, its 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:

Lot One Hundred Fifty Three (153) on Indiana Street, in the City of Lawrence,

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said L. Pitt, Mahel Pitt, Emily Pitt and Frank J. Pitt do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Two Hundred Twenty five DOLLARS, according to the terms of one certain promissory note this day executed by the said L. Pitt.

to the said part 2nd of the second part; said note being given for the sum of Two Hundred Twenty five DOLLARS, dated February 26, 1912, due and payable in two years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of nine 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 Three Hundred 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 1st 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 part 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part, and it shall be lawful for the part 2nd of the second part, or its 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 part 2nd of the second part, 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 part 2nd of the second part, on demand to the said L. Pitt heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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 John Campbell, witness to Mabel Pitt [SEAL]
Frank J. Pitt Emily Pitt [SEAL]
Frank J. Pitt

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 26th day of February, A. D. 1912, before me, J. S. Steele a Notary Public in and for said County and State, came L. Pitt, Mahel Pitt and Emily Pitt to me personally known to be the same person 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 June 20 1914. J. S. Steele Notary Public

Filed for Record on the 26th day of February, A. D. 1912 at 10 o'clock A.M.
State of Nebraska, Douglas County, ss. Be it Remembered that on the 26th day of February A. D. 1912 before me John Campbell a Notary Public in and for said County and State, came Frank J. Pitt to me personally known to be the same person 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 June 21, 1917 (Real) John Campbell, Notary Public
Recorded on the 8th day of March 1912 at 9:20 A. M. Floyd L. Lawrence
Register of Deeds

The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 26th day of February, A. D. 1912.
Emmola
St. Paul Bank
W. C. O. Perkins

Recorded April 11th 1912
Floyd L. Lawrence
Register of Deeds

Standard Form
Coupon Form

The following is endorsed on the original instrument.
Received Nov 26 1913