

MORTGAGE RECORD.

This Indenture, Made this 10th day of April in the year of our Lord one thousand nine hundred twelve, between A. J. Osborn and Martha Osborn his wife of Douglas 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 two of the first part, in consideration of the sum of Two Thousand (\$2000.00) 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 part 4 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 (1) of Section One (1) being the North West Fractional Quarter of said Section One, in Township twelve (12), Range Eighteen (18) containing 46.20 acres, less the right-of-way of the A.T. & S.F.R.R.Co., also beginning at the South east corner of the North East Fractional Quarter of Section 2, Township 12, Range 18, thence West 9 chains and 36 links to a post at corner of land sold to J. H. Harper, thence North 14 chains and 40 links to a post, thence North 54° West 4 chains and 13 links, thence North 15 chains and 45 links to river, thence down the river to a stone directly North of the place of beginning, thence South 25 chains and 15 links to place of beginning, containing 32 acres, less the right-of-way of the A. T. & S. F. R. R. Co., and two acres off the South end and described as follows: Beginning at the South East corner of the north East Fractional Quarter of Section 2, Township 12, Range 18 thence West 9.36 chains to a point at corner of land sold to J. H. Harper, Thence North 8 1/2 rods, thence east 9.36 chains, thence South 8 1/2 rods to place of beginning containing two acres more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. J. Osborn and Martha Osborn, his wife do hereby covenant and agree that at the delivery hereof they 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 Two Thousand (\$2000.00) DOLLARS,

according to the terms of One certain promissory note this day executed by the said A. J. Osborn and Martha Osborn, his wife to the said part 4 of the second part; said note being given for the sum of Two Thousand (\$2000.00) DOLLARS,

dated April 10th 1912, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of sixty 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 part two 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 One Thousand (\$1000.00) 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 two 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 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 of the second part, 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 4 of the second part, its 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 4 making such sale, on demand to the said A. J. Osborn heirs and assigns.

IN TESTIMONY WHEREOF, The said part two 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

A. J. Osborn [SEAL]
Martha Osborn [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of April A. D. 1912, before me,

E. L. Hoofard a Notary Public in and for said County and State, came A. J. Osborn and Martha Osborn 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 May 21 1914 E. L. Hoofard Notary Public.

Filed for Record on the 10 day of April A. D. 1912 at 4:05 P. M. Floyd L. Lawrence Register of Deeds.
Deputy.

This mortgage is confirmed on the official instrument of the same being recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 10th day of April, 1912, at 4:05 P. M.

As witness my hand this 10th day of April, 1912.

Boyle

Recorded April 12, 1912

Floyd L. Lawrence

Register of Deeds

Peoples State Bank Form