

## MORTGAGE RECORD.

THE GOSSEL, LAW FIRM, KANSAS.

This Indenture, Made this 15<sup>th</sup> day of May In the year of our Lord one thousand nine hundred twelve between Arthur Ward and Agatha Ward

his wife of Lawrence, 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 les of the first part, in consideration of the sum of

One thousand (\$1000.00)

DOLLARS,

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

part ye 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 No Two (2) in Block Eight (8) in Haskell place in the City of Lawrence, also Lots No's Twenty Nine (29) Thirty (30) Thirty One (31) Thirty Two (32) and Eighty One (81) in Fair Ground's Addition an Addition to the City of Lawrence

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

Arthur Ward and Agatha Ward, his wife do

hereby covenant and agree that at the delivery hereof they be 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 One Thousand DOLLARS,

according to the terms of One certain promissory note this day executed by the said

Arthur Ward and Agatha Ward, his wife

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

One thousand (\$1000.00) DOLLARS,

dated Lawrence, Kansas May 15, 1912, 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 ten coupons of thirty 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 les 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 les 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 les of the second part, and all sums paid by the part les of the second part for insurance, shall be due and payable or not, at the option of the part ye of the second part; and it shall be lawful for the part ye 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 ye 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part ye making such sale, on demand to the said Arthur Ward and his heirs and assigns.

IN TESTIMONY WHEREOF, The said part les of the first part ha ve hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

Arthur Ward [SEAL]

Agatha Ward [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16 day of May A. D. 1912, before me,

OS Stasford

Arthur Ward and Agatha Ward

a Notary Public in and for said County and State, came 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 official seal on the day and year last above written.

My Commission Expires May 21 1914 OS Stasford Notary Public.

Filed for Record on the 20 day of May A. D. 1912 at 8<sup>30</sup> o'clock P.M.

Floyd L Lawrence, Register of Deeds.

Deputy.

For Postal Release See Book 54 Page 478

Jan. 21  
Estate of Arthur Ward

One thousand (\$1000.00) is hereby released and the sum thereby created discharged. As witness my hand this 20th day of January, A. D. 1912.  
Citizens State Bank  
C. W. Lawrence (Clerk)

Standard Form

Coupon Form