

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 27th day of May in the year of our Lord one thousand nine hundred Twelve between Fred M. Springer (a single man) 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;

In consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, all and mortgage to the said Lawrence and State of Kansas, Kansas WITNESSETH, That the said part 1 of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do he grant, bargain, sell and mortgage to the said part 1 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 Twenty-six (26) on the South side of Elliott street in Block No. Thirty-eight (38), in that part of the City of Lawrence known as West Lawrence

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Fred M. Springer do he hereby covenant and agree that at the delivery hereof he is 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 he 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 Fifteen Hundred (\$1500.00) DOLLARS, according to the terms of One Fred M. Springer promissory note, the day executed by the said

to the said part 1 of the second part; said note being given for the sum of Fifteen Hundred (\$1500.00) DOLLARS, dated Lawrence, Kansas, May 27th due and payable in five ten coupons of 300.00 dollars each thereon 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 1 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 Fifteen Hundred (\$1500.00) 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 1 of the first part, and the expense of such taxes and accruing penalties, interest and costs, 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 1 of the second part, and all sums paid by the part 1 of the second part, for insurance, shall be due and payable or not, at the option of the part 1 of the second part; and it shall be lawful for the part 1 of the second part, as 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 1 of the second part, as 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 1 of the second part, as making such sale, on demand to the said Fred M. Springer heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand and seal... the day and year last above written. Signed, sealed and delivered in presence of Fred M. Springer [SEAL]

State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this 28th day of May A. D. 1912, before me, C. H. Sparr a Notary Public in and for said County and State, came

Fred M. Springer 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 Nov 16th 1915 C. H. Sparr Notary Public.

Filed for Record on the 28 day of May A. D. 1912 at 11:15 o'clock A. Clayton Lawrence Register of Deeds. Deputy.

The following is contained on the said instrument: The said mortgage described herein being paid in full, this mortgage is hereby released and the same shall be void. As witness my hand this 17th day of December, A. D. 1914. Clayton Lawrence Register of Deeds.

Dec 17th 1913 Clayton Lawrence Register of Deeds.

Peoples State Bank Form