

MORTGAGE RECORD.

This Indenture, Made this 28th day of June in the year of our Lord one thousand nine hundred and twelve between Mary Russell and H. J. Russell her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One hundred and twenty five and no/100 DOLLARS, to have duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: The South One Fourth (1/4) of the following described tract of land to-wit: Commencing at a point ten (10) rods N. 1/2 of the South East Corner of the North East Quarter Section No. Thirtys (30) in Township No. Twelve (12) of Range No Twenty (20) Thence running due North Forty (40) rods, thence West Twelve (12) rods, thence South Forty (40) rods, thence East Twelve (12) rods to the Beginning containing 3/4 of an acre

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mary Russell and H. J. Russell, her husband do hereby covenant and agree that at the delivery hereof they the legal 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 hundred and twenty five and no/100 DOLLARS, according to the terms of four certain promissory note this day executed by the said

to the said part 2d of the second part; said note being given for the sum of One hundred and twenty five and no/100 DOLLARS, dated June 28th 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 4 coupons of 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 part 1st 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 hundred and twenty five and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 upon 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 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the second part; and it shall be lawful for the part 1st 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 1st 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 2d making such sale, on demand to the said Mary Russell and her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year last above written. Signed, sealed and delivered in presence of Mary Russell W. J. Russell

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of June A. D. 1912, before me, the undersigned a Notary Public in and for said County and State, came Mary Russell and H. J. Russell, her husband 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. Notary Public. My Commission Expires Nov 16th 1915.

Filed for Record on the 29 day of June A. D. 1912, at 2:45 o'clock P.M. J. Lloyd L. Lawrence, Register of Deeds. Deputy.

File Released per Book 664 Page 149

Peoples State Bank Form