

## MORTGAGE RECORD.

The Gazette, Lawrence, Kansas

This Indenture, Made this ninth day of July in the year of our Lord one thousand nine hundred and twelve between

Frank Sauer and Marietta Sauer, 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 parties of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) 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 number Twenty Three (23) and Twenty Four (24) in Block Eight (8) in James 1st Addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said Frank Sauer and Marietta Sauer do hereby covenant and agree that at the delivery hereof they are 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 Fifteen Hundred (\$1500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by the said Frank Sauer and Marietta Sauer

to the said part 4 of the second part; said note being given for the sum of Fifteen hundred (\$1500.00) DOLLARS, dated July 9th 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 exp coupons of 445.00 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 2 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 2 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 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, appraisalment 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 costs 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 Frank Sauer, his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Frank Sauer [SEAL]  
Marietta Sauer [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9 day of July A. D. 1912, before me, C. H. Sparr, a Notary Public in and for said County and State, came



Frank Sauer and Marietta Sauer, his wife  
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 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 9 day of July A. D. 1912 at 4 o'clock P. M.  
Floyd L. Lawrence, Register of Deeds.  
Deputy.

This mortgage is a full and complete mortgage and the mortgagee is hereby released and discharged from all liability thereon. As witness my hand this 22 day of Aug, A. D. 1912.

Citizens State Bank  
22 E. O. Perkins St.

(Comp. Seal)

Recorded Dec. 28 1912  
Floyd L. Lawrence  
Register of Deeds

Peoples State Bank Form