

# MORTGAGE RECORD.

### THE GAMMA-LINUM KIRBY

This Indenture, Made this 4th day of October in the year of our Lord one thousand nine hundred twelve between Emily Schulz & William Schulz, her husband & Alice Hancock & Byron Hancock, her husband & Arrie Person, a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Alice M<sup>c</sup> Kinney

of the second part:

Two hundred fifty & 00/100 ————— DOLLARS,  
to them \_\_\_\_\_ duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold, and by these presents do \_\_\_\_\_ grant, bargain, sell and mortgage to the said  
part of \_\_\_\_\_ of the second part. Per \_\_\_\_\_ 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 One hundred nine (109) on New York  
Street in the City of Lawrence

with the appurtenances, and all the ~~estate~~<sup>interest</sup>, title and interest of the said ~~parties~~<sup>parties of the first part</sup> of the first part therein. And the said ~~parties~~<sup>parties of the first part</sup> do hereby covenant and agree that at the delivery hereof ~~they are~~<sup>they are</sup> 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~~<sup>they</sup> 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 hundred fifty & No/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said

according to the terms of one certain promissory note...this day executed by the said Parties of the first part  
to the said part Y... of the second part; said note being given for the sum of \_\_\_\_\_

Two hundred fifty & 00/100 DOLLARS,  
dated October 4th 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 10 coupons of \$100 dollars each thereto  
attached. And this conveyance shall be void if any payment be made in said note and coupons thereto attached, and as hereinafter specified. And the said parties  
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

Inured in favor of the said mortgagee, in the sum of Three hundred fifty 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 in the same as the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, and become an additional lien on 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 on the above premises or 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, arising from hereby waived or not at the option of the part of the second part, their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due and 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 of the second part, making such sale, on demand to the said part of the first part, their heirs and assigns, in TESTIMONY WHEREOF, The said part 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 \_\_\_\_\_

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

Emily Schulz *Wm Schulz* [SEAL]  
Lillie Hancock [SEAL]

State of Kansas, Douglas County, ss. Byron Hancock  
Arvie Person

BE IT REMEMBERED, That on this 5th day of October, A. D. 1912, before me, the



*Undersigned* \_\_\_\_\_, a Notary Public in and for said County and State, came  
*Emily Schultz & William Schultz, her husband & Anne's Proxy, a single man*  
 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 January 16th 1944

Filed for Record on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Register of Deeds.

State of Missouri Jackson County. Be it Remembered That on the 11<sup>th</sup> day of October 1912 before me the undersigned a Notary Public in and for said County and State of Missouri known and known to me to be the same person who executed the foregoing and true instrument of writing and duly acknowledged the execution of the same to, Witness Hereof, I have hereunto subscribed my name and affixed my official seal on this day and year last above written.

My Commission expires April 4<sup>th</sup> 1914. (Seal) David S. Lawrence, Notary Public  
Remained and attested 1912 at St. Joseph, Mo.  
Hoyd L. Lawrence  
Register of Deeds.

Hoyt L Lawrence  
Registrar General

(The following is endorsed on the original instrument.)

Mortgage herein described having been paid in full, this mortgage is hereby released and the same thereby discharged. As witness my hand this 21<sup>st</sup> day of March A. D. 1917.

Recorded Sept 22nd 1917  
Estelle Pertrump  
 Register of Deeds

Spiegel, J. 1999.

Peoples State Bank Form