

MORTGAGE RECORD.

This Indenture, Made this 25th day of October in the year of our Lord one thousand

nine hundred twelve between C. A. Stokes and Libbie Stokes, 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 two of the first part, in consideration of the sum of Seven Hundred Fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha 2% sold, and by these presents do grant, bargain, sell and mortgage to the said part two of the second part, or 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 Twenty-four (24) in Block Five (5) in Haskell Place, an Addition to the City of Lawrence, Douglas County, Kansas,

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said C. A. Stokes and Libbie Stokes 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 Seven Hundred Fifty (\$750.00) DOLLARS,

according to the terms of a certain promissory note this day executed by the said C. A. Stokes and Libbie Stokes, his wife, to the said part two of the second part; said note being given for the sum of Seven Hundred Fifty (\$750.00) DOLLARS, dated October 25th 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 \$22.50 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 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 insured in favor of the said mortgagee, in the sum of at least One Thousand Dollars each fire and tornado, and 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 two 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part two of the second part; and it shall be lawful for the part two 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 two 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 two making such sale, on demand to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part two of the first part have hereunto set their hands and seal the day and year last above written. Signed, sealed and delivered in presence of

C. A. Stokes [SEAL]
Libbie Stokes [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of October A. D. 1912, before me,

C. B. Hoeford, a Notary Public in and for said County and State, came

C. A. Stokes and Libbie Stokes, his wife, 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 May 21 1914. C. B. Hoeford Notary Public.

Filed for Record on the 25th day of Oct. A. D. 1912, at 3⁰⁰ o'clock P. M.

Floyd L. Lawrence Register of Deeds.
R. M. Mc Connell Deputy.

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This mortgage is subject to the original instrument.
The mortgage herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand and seal this 25th day of October, A. D. 1912.
C. B. Hoeford
C. A. Stokes

Recorded Nov. 5th 1912
Estelle D. Withers
Register of Deeds



This mortgage is subject to the original instrument.
The mortgage herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand and seal this 25th day of October, A. D. 1912.
C. B. Hoeford
C. A. Stokes

Recorded Nov. 25th 1912
Estelle D. Withers
Register of Deeds