

# MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 19<sup>th</sup> day of March In the year of our Lord one thousand nine hundred Thirteen, between Lenora M. Moore and O. B. Moore

Her husband  
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
The Citizens State Bank of Lawrence, Kansas

WITNESSETH, That the said part les of the first part, in consideration of the sum of

Twelve Hundred and no 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 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: The South one half of Park Lot Ten (10) in the City of  
Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said part *less* of the first part therein. And the said

Parties of the first part  
hereby covenant and agree that the delivery hereof they are the lawful owner. 5 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 Twelve thousand no/100 DOLLARS.

according to the terms of a certain promissory note this day executed by the said  
Lenaora M. Moore, her husband  
to the said part 4 of the second part; said note being given for the sum of  
Twelve Hundred and 24/100 DOLLARS,  
dated April First 1913, due and payable in five year... from date  
thereof, with interest thereon from the date thereof until paid according to the tenor of said note and coupons of 36 each thereon,  
of the first and hereof agreed, to pay all taxes and costs said premises in force and 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 Twelve Hundred 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 1/2 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 upon the said mortgage upon the said premises, and the interest thereon at the rate of 10 per cent. per annum. But if by 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 all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 1/2 of the second part, and all sums paid by the part 1/2 of the second part for insurance, shall be due and payable or not, at the option of the part 1/2 of the second part; and it shall be lawful for the part 1/2 of the second part, either ~~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 1/2 of the second part, or ~~other~~ <sup>executors</sup>, 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 1/2 making such sale, on demand to the said parties of the first part ~~heirs and assigns~~.

IN TESTIMONY WHEREOF, The said part 15 of the first part has 4 hereunto set their hand 5 and seal 6 the day and year last above written.

Signed, sealed and delivered in presence of

John E. Bishop Lanora M. Moore [SEAL]  
R. J. Button Ed Moore [SEAL]

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 25 day of March, A. D. 1913, before me,

\_\_\_\_\_ a Notary Public in and for said County and State, came  
 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. Safford Notary Public.

Filed for Record on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
of California } ss \_\_\_\_\_ Register of Deeds.  
of \_\_\_\_\_ } \_\_\_\_\_ Deputy.

We do then certify that on this 17th day of March 1913, before me, H. S. Butler, a Notary Public  
 in and for said County of San Diego, came O. M. Moore, 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 the presence of H. S. Butler, Notary Public,  
 who has been sworn and offered my official seal on this day, and has not shown anything to the contrary.  
 My Commission expires July 1, 1913 (Seal) H. S. Butler, Notary Public in and for the County of San Diego, State  
 of California.  
 Recorded March 25th A.D. 1913 at 4 P. M.  
 H. S. Butler  
 Notary Public  
 County of San Diego, State of California

(For assignment - see Book 54, Page 229)