

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 26th day of April in the year of our Lord one thousand nine hundred and seventeen between Jacob Shuler and Elizabeth P. Shuler, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Samuel and William Churchbaugh, Trustees of the second part:

WITNESSETH, That the said part les of the first part, in consideration of the sum of Forty two hundred sixty five & no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have vol sold, and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part, Their 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 East Quarter (S.E. 1/4) of Section Eleven (11) Township Fourteen (14) Range nineteen (19) East of the Sixth Principal Meridian

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner S 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 Forty two hundred sixty five & no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Parties of the first part

to the said part ies of the second part, said note being given for the sum of Forty two hundred sixty five & no/100 DOLLARS, dated Lawrence, Kans. Apr. 26 1917 due and payable in three coupons of 126 62 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 ies 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                      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 ies 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 ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies 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, appraisement hereby waived or not at the option of the part ies 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 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 ies making such sale, on demand to the said parties of the first part, heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part has hereunto set their hand S and seal S the day and year last above written. Signed, sealed and delivered in presence of

Chas. Sucker Jacob Shuler Elizabeth P. Shuler

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of April A. D. 1917, before me,

A. F. Flinn a Notary Public in and for said County and State, came Jacob Shuler and Elizabeth P. Shuler, husband and 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 April 10th 1915 A. F. Flinn Notary Public.

Filed for Record on the 28 day of April A. D. 1917 at 3 o'clock P. M.

Thoyd L. Lawrence Register of Deeds.

                     Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 1st day of May 1917 Samuel & Wm Churchbaugh Trustees

ATTEST

Elizabeth P. Shuler Jacob Shuler

FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY OF DOUGLAS, KANSAS, THIS 28th DAY OF APRIL A. D. 1917 AT 3 O'CLOCK P. M. Thoyd L. Lawrence Register of Deeds.

Feb. 17th 1917 Wm. F. Flinn Notary Public

Wm. F. Flinn Notary Public Commission Expires April 10th 1915

Peoples State Bank Form