

MORTGAGE RECORD.

401

The Gazette, Lawrence, Kansas.

This Indenture, Made this tenth day of February, A. D. 1911, between W. J. Francisco and Julia F. Francisco

of Douglas County, in the State of Kansas, of the first part, and PEOPLES STATE BANK, OF LAWRENCE, KANSAS, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three thousand and five hundred DOLLARS, receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The North half (N 1/2) of lot number fifty (50) on Vermont street in the City of Lawrence

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Three thousand and five hundred Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date February 10th 1911, and payable to the order of the said party of the second part, on the 10th day of February 1916, with interest thereon from date until maturity at the rate of 6 per cent, per annum, payable semi-annually, on the 10th days of May and Nov each year, and ten per cent, per annum after maturity, the installments of interest being further evidenced by interest coupons attached to said principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree to insure said real property for the period of this loan for at least Three thousand and five hundred Dollars, for the benefit of the said mortgagee, or its assigns, any loss under such insurance, to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon, shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have herunto set their hands the day and year first above written.

W. J. Francisco
Julia F. Francisco

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 10th day of February, A. D. 1911, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came W. J. Francisco and Julia F. Francisco husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my notarial seal, the day and year last above written.

S. A. Hood, Notary Public.
Term expires April 10 1913

Filed for Record on the 11 day of February, A. D. 1911, at 4 o'clock P. M.

Floyd L. Lawrence, Register of Deeds.

Deputy.

Peoples State Bank Form

This release was written on the original Mortgage.

that it is not a copy of the original.

1911

1911

This following is endorsed on the original instrument:

Received of W. J. Francisco by Peoples State Bank, Lawrence, Kan. the legal holder and owner of the note secured by the within mortgage, the sum of \$3500.00, with interest thereon, which is hereby discharged and released.

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