

# MORTGAGE RECORD.

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The Gazette, Lawrence, Kansas.

A. D. 1911, between

LAWRENCE, KANSAS, of  
consideration of the sum of  
DOLLARS,  
and a sign, all the

Low, Park.  
Twenty six

ing or in any wise  
the first part are justly  
Dollars,  
part, bearing date  
day of  
maturity at the rate of  
in  
and also agreed...

money in the above  
not paid when the  
interest thereon, shall,  
be entitled to the

before me, the

persons have duly  
written.

Notary Public.

Register of Deeds.

Deputy.

This Indenture, Made this tenth day of March, A. D. 1911, between  
Herbert H. Emerson and Hermine P. Emerson, his wife

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

Thirty five hundred DOLLARS,  
the 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:

Lot number twenty one (21) in University Heights Part Two, according to Plat filed November 2nd 1909, in the office of the Register of Deeds, Douglas County, Kansas, said University Heights Part Two, being located in the S. E. part of S. W. 4 Sec. 26 Twp. 13, Rg. 19 E. of 6th G. M.

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 Thirty 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 March 10th 1911, and payable to the order of the said party of the second part, on the 10th day of March 1916, with interest thereon from Date until maturity at the rate of

one per cent. per annum, payable semi-annually, on the 10th days of September and March in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by 10 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 Thirty 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 hereunto set their hands the day and year first above written.

Herbert H. Emerson  
Hermine P. Emerson

State of Kansas, Douglas County, ss.

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

undersigned, a Notary Public, in and for the County and State aforesaid, came Herbert H. Emerson  
and Hermine P. Emerson, his 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 hereunto set my hand and affixed my notarial seal, the day and year last above written.

S. U. Kead Notary Public.

Term expires April 10 1913

Filed for Record on the 20 day of March, A. D. 1911, at 3<sup>00</sup> o'clock P.M.

Lloyd L. Lawrence Register of Deeds.

Deputy.

Recorded March 22 1913  
Alfred L. Lawrence  
Register of Deeds.  
P. M. McConnell  
Deputy.

#3500  
Received of Herbert H. Emerson and Hermine P. Emerson, the legal holder and owner of the note and coupons attached to the within mortgage, the sum of thirty five hundred dollars, in full satisfaction of said mortgage, which was hereby discharged on and after the date of this receipt.  
J. W. Parnick  
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