

# MORTGAGE RECORD.

407

The County, Lawrence, Kansas.

This Indenture, Made this 8th day of April, A. D. 1911, between Christopher P. Davis and Nettie S. Davis, 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:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three thousand Six hundred (\$3600.) 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:

The east one half (E 1/2) of the northwest quarter (NW 1/4) of Section thirty five (35), Township twelve (12) range nineteen (19)

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise pertaining, 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 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 April 8th 1911, and payable to the order of the said party of the second part, on the 8th day of April 1912, with interest thereon from date until maturity at the rate of six per cent, per annum, payable semi-annually, on the 8th days of October and April in each year, and ten per cent, per annum after maturity, the installments of interest being further evidenced by two 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 one 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.  
Christopher P. Davis  
Nettie S. Davis

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, that on this 8th day of April, A. D. 1911, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came Christopher P. Davis and Nettie S. Davis, 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 the notarial seal, the day and year last above written.  
St. Woods, Notary Public.

Term expires April 10 1912  
Filed for Record on the 8 day of April, A. D. 1911, at 4 o'clock P. M.

Flays L. Lawrence, Register of Deeds.  
Deputy.

The following is endorsed on the original instrument:  
 Received of Christopher P. Davis by the County of Douglas and State of Kansas, the sum of Three thousand Six hundred (\$3600.) Dollars, in full satisfaction of the said mortgage and warrant, this 8th day of April, 1911.  
 By St. Woods, Notary Public.  
 Recorded June 29 1912  
 Flays L. Lawrence  
 Register of Deeds.

... D. 19... between  
 LAWRENCE, KANSAS, of  
 sideration of the sum of  
 DOLLARS,  
 s and assigns, all the  
 B 1/2 of  
 except  
 and  
 thirty  
 ing or in any wise  
 the first part are justly  
 Dollars,  
 part, bearing date  
 day of  
 maturity at the rate of  
 in  
 ons attached to said  
 at; and also agree...  
 money in the above  
 ts shall be wholly  
 not paid when the  
 rest thereon, shall,  
 be entitled to the  
 before me, the  
 persons have duly  
 ve written.  
 , Notary Public.  
 Register of Deeds.  
 Deputy.