

MORTGAGE RECORD.

415

This Indenture, Made this 16th day of September, A. D. 1911, between

Albert F. Reitz and Edith Reitz, his wife

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

Three Thousand

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

the receipt of which is hereby acknowledged, do hereby 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 south half (S $\frac{1}{2}$) of the south half (S $\frac{1}{2}$) of the north east quarter (NE $\frac{1}{4}$) of section No. Fifteen (15), township No. thirteen (13), Range no. Twenty (20) Also, the Northeast quarter (NE $\frac{1}{4}$) of the south east quarter (SE $\frac{1}{4}$) of section number fifteen (15), township No. thirteen (13) range No. twenty (20) except the following; beginning 30 rods north of the south east corner of the south west quarter of the southeast quarter of said section 15, thence north forty (40) rods, thence east four (4) rods, thence south forty (40) rods, thence west four (4) rods to place of beginning, said excepted piece containing one (1) acre more or less. Also, The north half (N $\frac{1}{2}$) of the north west quarter (NW $\frac{1}{4}$) of the south east quarter (SE $\frac{1}{4}$) of Section No. fifteen (15), township No. thirteen (13), range No. twenty (20), containing twenty (20) acres.

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 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 September 16th 1911 and payable to the order of the said party of the second part, on the 16th day of September 1916 with interest thereon from

per cent per annum, payable semi-annually, on the 16th days of March and September in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by an 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 an 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.

Albert F. Reitz
Edith Reitz

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 16th day of September, A. D. 1911, before me, the

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undersigned, a Notary Public, in and for the County and State aforesaid, came Albert F. Reitz and Edith Reitz 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.

Term expires March 16th 1917 A. G. Wengel, Notary Public.

Filed for Record on the 19th day of Sept, A. D. 1911, at 11 o'clock A. M. Thos. L. Lawrence, Register of Deeds, Deputy.

The following is entered and duly original instrument

Recorded Sept 17 1911

Lester D. Thompson

See App. book see book 137 page 538

A. D. 1911, between
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..., Notary Public.

Register of Deeds.
Deputy.