

MORTGAGE RECORD.

421

THE GAMMA LAWYERS, KANSAS

This Indenture, Made this seventh day of February, A. D. 1917, between Byron Jones and Ella Jones, 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 Twenty eight 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: The South half (3 1/2) of Lot number sixty (60) on Massachusetts 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 Twenty eight 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 seventh 1917 and payable to the order of the said party of the second part, on the 7th day of February 1917, with interest thereon from date until maturity at the rate of 7 1/2 per cent. per annum, payable semi-annually, on the 7th days of August and February in 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 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.

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.

Byron Jones
Ella Jones

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 7th day of February, A. D. 1917, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came Byron Jones and Ella Jones, 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.

J. A. Wood, Notary Public.

Term expires, April 10, 1917.

Filed for Record on the 7 day of February, A. D. 1917 at 5:15 o'clock P.M.

Gloyd L. Lawrence, Register of Deeds.

The following is ordered on the original instrument:
Received by the legal heirs and assigns of the said parties of the first part, the sum of money, together with the interest thereon, and the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, and 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.

Recorded May 21 1917
Ella E. Lawrence
Register of Deeds
Lawrence, Mo.