

# MORTGAGE RECORD.

This Indenture, Made this 12<sup>th</sup> day of June, A. D. 1913, between  
James E. Stubbs and Florence E. Stubbs, husband and  
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 \_\_\_\_\_ 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:

**Commencing at the northeast corner of Park Lot number seventeen (17) in the City of Lawrence, thence running south fifty-three (53) feet, thence running west one hundred and thirty three (133) feet, thence running north fifty three (53) feet, thence running east one hundred and thirty three (133) feet to the point of beginning, being a part of Park Lots number seventeen (17), Nineteen (19) and Twenty one (21). All the above described premises being situated in the City of Lawrence, Douglas county, Kansas.**

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.

Debt of the said party of the second part in the principal sum of Ten 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

June 12 1913 and payable to the order of the said party of the second part, on the 12 day of June 1916 with interest thereon from date until maturity at the rate of

Six per cent, per annum, payable semi-annually, on the 12th days of December and June in each year, and ten per cent, per annum after maturity, the installments of interest being further evidenced by Six 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 \$15,000-  
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.

day and year first above written.

**State of Kansas, Douglas County, ss.**

BE IT REMEMBERED, that on this 14<sup>th</sup> day of June, A. D. 1913, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came

James E. Stubbs and Florence E. Stubbs, husband and wife  
who are personally known to me to be the same persons who executed the within instrument of writing, and such  
acknowledged the execution of the same.

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

Term expires Apr 10 1917 S. A. Cross, Notary Public.

Filed for Record on the 14<sup>th</sup> day of June A. D. 193 at 11<sup>30</sup> o'clock A. M.

Floyd L Lawrence, Register of Deeds.

### Deputy

[illegible]

Recorded June 23, 1916  
+ 50.05<sup>00</sup>  
P.M.P. Sec.  
(The following is enclosed on the original instrument)  
Cm. = 32.10%