

MORTGAGE RECORD.

465

THE GASTON LAWYERS, KANSAS.

This Indenture, Made this 9th day of March, A. D. 1915, between Clay B. Harris and Mabel D. Harris, his wife and Rebecca L. Harris, a widow

of Butte County, in the State of California, 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 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 west quarter (SW 1/4) of Section fifteen (15); The North half of the South East quarter (N 1/2 of SE 1/4) of Section fifteen (15); The South half (S 1/2) of the South west quarter (SW 1/4) of the North east quarter (NE 1/4) of Section fifteen (15); The West thirty (30) acres of the South east quarter (SE 1/4) of the North east quarter (NE 1/4) of Section fifteen (15), this land being more correctly described as the South east quarter (SE 1/4) of the North east quarter (NE 1/4) of Section fifteen (15) less that part on the east side thereof comprising about ten acres, conveyed by Levi Woodward and wife to Henry S. Cummings on March 18, 1887; Two and one fourth (2 1/4) acres described as follows, commencing at the North east corner of the South east quarter (SE 1/4) of Section fifteen (15), thence West eight (8) rods, thence South forty five (45) rods, thence East eight (8) rods to the section line, thence North forty five (45) rods to the place of beginning.

All the above property, being in Township Thirteen (13) Range Twenty-one (21) East of the sixth P.M., comprising 292 acres more or less

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 9, 1915 and payable to the order of the said party of the second part, on the 9th day of March 1918 with interest thereon from date until maturity at the rate of six per cent, per annum, payable semi-annually, on the 9th days of Sept and March 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 _____ 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.

in presence of
E. H. Spicer
Clay B. Harris
Mabel D. Harris
Rebecca L. Harris
State of California, Butte County, ss.

BE IT REMEMBERED, that on this 15 day of March, A. D. 1915, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Clay B. Harris and Mabel D. Harris, husband and wife and Rebecca L. Harris, a widow 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.
Sherran A. Robinson, Notary Public.

Term expires March 17, 1917.

Filed for Record on the 22nd day of March, A. D. 1915, at 11:30 o'clock P.M.

Floyd L. Lawrence, Register of Deeds.
Geo. C. Neigel, Deputy.

The following is entered in the original instrument
May 15 1917
Received of Clay B. Harris the sum of Thirty five hundred Dollars in full satisfaction of the said mortgage and interest thereon and released.

Recorded May 4 1917
E. H. Spicer
Register of Deeds

(For assignment see Book 54, page 37)