

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas

This Indenture, Made this 14th day of January, A. D. 19 16, between C. N. Fairly and Rosannah Fairly, 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

Six thousand

DOLLARS,

the receipt of which is hereby acknowledged, do hereby 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 North one half (1/2) of the Southwest quarter (SW 1/4) of section eight (8) township thirteen (13) range twenty (20) and the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of section eight (8) township thirteen (13), Range twenty (20)

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 Six thousand Dollars,

payable according to the tenor and effect of certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date Jan 4 19 16, and payable to the order of the said party of the second part, on the 4th day of Jan 19 16, with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 4th days of July and January in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten 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 Twenty five hundred 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.

C. N. Fairly
Rosannah Fairly

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 5th day of January, A. D. 19 16, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came C. N. Fairly and Rosannah Fairly 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. J. Sweeney Jr. Notary Public.

Term expires March 4 19 18.

Filed for Record on the 5th day of Jan A. D. 19 16 at 9:35 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

THE FOLLOWING IS LISTED ON THE CHAIN OF TITLE

Received of C. N. Fairly by Peoples State Bank the sum of Six thousand Dollars, in full satisfaction of the First Mortgage Note, which is hereby discharged and released by said Peoples State Bank (Corp Seal)

Recorded Jan 19 1916 1918

Edith M. McWhorter Register of Deeds

56000 00

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