

MORTGAGE RECORD.

This Indenture, Made this 8th day of April 1916, between
Harmon P. Biggs and Arvilla Biggs, 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 Two hundred and seventy five 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:

Beginning at a point eleven (11) rods, nine (9) feet east of the Southwest corner of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section Twenty five (25) Township twelve (12) Range twenty (20); thence running running north eight (8) rods seven (7) feet three fourths (3/4) feet; thence West two (2) rods one (1) foot, thence North three (3) rods six (6) inches, thence East ten (10) feet, thence North eight (8) feet one half (1/2) rods, thence to a point twenty (20) rods north of the South line of said Northwest quarter (NW 1/4) of Southwest quarter (SW 1/4) Section twenty five (25) Township twelve (12) Range twenty (20); thence East four (4) rods, thence South twenty (20) rods, thence West twelve (12) rods, seven (7) feet one fourth (1/4) feet to place of beginning, all in that part of the City of Lawrence formerly known as North 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 Two hundred and seventy five 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 April 8, 1916 and payable to the order of the said party of the second part, on the 8th day of April 1919 with interest thereon from date until maturity at the rate of

seven per cent. per annum, payable semi-annually, on the 8th days of October and April 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 Two hundred and seventy five 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.

Harmon P. Biggs
Arvilla Biggs

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 8th day of April A. D. 1916, before me, the

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

Harmon P. Biggs Arvilla Biggs, his wife

who are personally known to me, or 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.

W. M. Wood Notary Public.

Term expires Apr. 10 1917

Filed for Record on the 10th day of April A. D. 1916 at 11:30 o'clock A. M.

Ray L. Lawrence Register of Deeds.
Geo. C. Hager Deputy.

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Notary Public.

Register of Deeds.

Deputy.

Register of Deeds.

Deputy.

\$275.00
 Received of Harmon P. Biggs and Arvilla Biggs, his wife, the sum of Two hundred and seventy five Dollars, in full satisfaction of the First Mortgage, with interest thereon, to the County of Douglas, State of Kansas, of the first part, and Peoples State Bank, of Lawrence, Kansas, of the second part.
 April 10, 1916
 W. M. Wood, Notary Public.

Recorded April 11, 1916
 Estelle Witham, Register of Deeds.