

MORTGAGE RECORD.

This Indenture, Made this 1st day of December, A. D. 1916, between
Joan Otis (widow)

of Douglas County, in the State of Kansas, of the first part, and PEOPLES STATE BANK, of LAWRENCE, KANSAS, of the second part:

the second part: WITNESSETH, That said parties of the first part, in consideration of the sum of
Three thousand DOLLARS,
the receipt of which is hereby acknowledged, do Lo by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the

The South half (8 1/2) of Lot number Eight (8), ad. of Lot number nine (9), 1/4 of the North half (21 1/2) of Lot Ten (10), ad. in large to Smiths Addition to 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 jointly and severally indebted unto the said party of the second part in the principal sum of Three 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

Dec 1, 1976 and payable to the order of the said party of the second part, on the 1st day of December 1971 with interest thereon from date until maturity at the rate of

Six per cent. per annum, payable semi-annually, on the 1st days of June and December 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 \$100,000.00, against loss by fire and lightning, and to cause to be made 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 hereon, 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.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 1st day of December, A. D. 1916, before me, the

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

Term expires Apr 10 1977

Filed for Record on the 2nd day of Dec A. D. 1916 at 2³⁰ o'clock P.M.

Floyd L. Lawrence, Register of Deeds.
Geo. L. Votaw, Deputy.

_____, Deputy.

The following is entered on the original instrument
for \$12.00% Nov 23 1899
The record of 9th Nov. 99 -- At Carl Ogden and owner of the note secured
by the wife of Edward Ogden, tell James A. Lovell through Alfred Jones, 5th Pittsford
St. at 12 o'clock Nov. 23, 1899, that the same was sold to him for \$12.00%.

Recorded Nov. 22 1919
Edith M. Thayer