

## MORTGAGE RECORD.

THE GAZETTE, LAWRENCE, KANSAS.

This Indenture, Made this 2nd day of January, A. D. 1917, between  
Samuel H. McBurdy and Mildred McBurdy, his 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

Four thousand 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: Lot number one hundred  
and three (103) on Massachusetts Street, in 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 justly  
 indebted unto the said party of the second part in the principal sum of Four 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

January 2nd 1917, and payable to the order of the said party of the second part, on the 2nd day of  
January 1922 with interest thereon from Date until maturity at the rate of

Six per cent. per annum, payable semi-annually, on the 2nd 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 sum of \$4000.00 and to keep the same insured for the term of ten years, and to pay the  
 Dollars for the benefit of the said mortgagee, or its assigns, day for day 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.

Samuel H. McBurdy  
Mildred S. McBurdy

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 8th day of January, A. D. 1917, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came Samuel H. McBurdy  
and Mildred McBurdy, his wife, 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. Swamy Jr., Notary Public.  
 Term expires, March 1st 1918.

Filed for Record on the 9th day of January, A. D. 1917, at 2:35 o'clock P. M.

Grace Northrup, Register of Deeds.  
Deputy.

1916 between  
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 Recorded March 9 1917  
 J. E. McManis  
 Register of Deeds  
 1000  
 Received of Samuel H. McBurdy and Mildred S. McBurdy, his wife, the legal heirs and assigns, the sum of \$4000.00, for the purpose of securing the satisfaction of the within Mortgage Note, executed and delivered by said parties of the first part, to the said party of the second part, on the 2nd day of January, 1917, and payable to the order of the said party of the second part, on the 2nd day of January, 1922, with interest thereon from Date until maturity at the rate of Six per cent. per annum, payable semi-annually, on the 2nd 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 sum of \$4000.00 and to keep the same insured for the term of ten years, and to pay the Dollars for the benefit of the said mortgagee, or its assigns, day for day 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. Samuel H. McBurdy Mildred S. McBurdy State of Kansas, Douglas County, ss. BE IT REMEMBERED, that on this 8th day of January, A. D. 1917, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Samuel H. McBurdy and Mildred McBurdy, his wife, 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. Swamy Jr., Notary Public. Term expires, March 1st 1918. Filed for Record on the 9th day of January, A. D. 1917, at 2:35 o'clock P. M. Grace Northrup, Register of Deeds. Deputy.