

## MORTGAGE RECORD.

This Indenture, Made this 10<sup>th</sup> day of April, A. D. 1917 between

Warren P. Biggs, a single man

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

Five hundred

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 and one fourth (9 1/4) feet east of the southwest corner of the

northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section twenty-nine

(29), Township twelve (12), Range twenty (20), thence running north eight (8)

rods, seven and three fourths (7 3/4) feet, thence west two rods one (1)

foot, thence north three (3) rods six inches, thence east ten and one half

(10 1/2) rods, thence north eight and one half (8 1/2) rods, to a point twenty rods

(20) north of the south line of said NW 1/4 of SW 1/4 section 29, thence east

four (4) rods, thence south twenty (20) rods, thence west twelve (12) rods

seven and one fourth (7 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 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

April 10, 1917 and payable to the order of the said party of the second part, on the 10<sup>th</sup> day of

April 1922, with interest thereon from Date until maturity at the rate of

Seven per cent. per annum, payable semi-annually, on the 10<sup>th</sup> days of October and April

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 year against loss by fire in the sum of \$500, and against loss by tornado in the sum of \$500.

Said parties of the first part agree to insure said real property for the period of this loan against fire, tornado, and other perils in some reputable insurance

company, 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.

Warren P. Biggs

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 10<sup>th</sup> day of April, A. D. 1917, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came Warren P. Biggs, a

single man

who is 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.

O. A. Wood

Notary Public.

Term expires April 10 1921.

Filed for Record on the 11<sup>th</sup> day of April, A. D. 1917 at 10<sup>00</sup> o'clock A.M.

Exult D. Withers

Register of Deeds.

Deputy.

Peoples State Bank Form

coupon form

This following is endorsed on the original instrument  
Received of E. C. Bann by Peoples State Bank, Lawrence, Kan., the  
agent holder and owner of the note secured by the within mortgage  
the sum of \$500.00 Dollars in full and paid to the said bank  
mortgage, which is hereby discharged and released  
by the said Bank, Lawrence, Kan.  
By S. Q. Stone Cash.

Recorded April 10, 1917  
Estelle Wood  
Register of Deeds

the following is endorsed on the original instrument  
Received of E. C. Bann by Peoples State Bank, Lawrence, Kan., the  
agent holder and owner of the note secured by the within mortgage  
the sum of \$500.00 Dollars in full and paid to the said bank  
mortgage, which is hereby discharged and released  
by the said Bank, Lawrence, Kan.  
By S. Q. Stone Cash.

Recorded June 6, 1917  
Estelle Wood  
Register of Deeds