

## Mortgage Record.

This Indenture, Made this fourteenth day of July in the year of our Lord one thousand nine hundred and thirteen, between Otto A. Barteldes and Helen B. Barteldes, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Citizen's State Bank, Lawrence, Kansas. of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to wit:

Lot number fifty three (53) and the North ten feet of lot number fifty five (55) on Ohio Street, in the city of Lawrence, in Douglas County, Kansas,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Otto A. Barteldes and Helen B. Barteldes, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of

Two Thousand DOLLARS, according to the terms of one certain promissory note, this day executed by the said Otto A. Barteldes and Helen B. Barteldes, his wife, to the said parties of the second part; said note being given for the sum of

Two Thousand DOLLARS, dated July 1, 1913, due and payable in five year & from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 8 coupons of \$40.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

Four Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties of the second part making such sale, on demand, to the said Otto A. Barteldes heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

Otto A. Barteldes (SEAL)  
Helen B. Barteldes (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of August A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, came

Otto A. Barteldes and Helen B. Barteldes, his wife, to me personally known to the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 11 1916

This instrument was filed for record on the 13 day of Aug A. D. 1913, at 2:40 o'clock P. M.

Arthur M. Spalding Notary Public.  
Floyd S. Lawrence Register of Deeds.  
By R. M. Donnell Deputy.

This instrument is subject to the original instrument and the mortgagee is not to be bound by the terms of this instrument.

Citizens State Bank, Lawrence, Kansas  
E. Otto Perkins, Cash.

Recorded Jan 7 1914

Sept 17 1914



This instrument is subject to the original instrument and the mortgagee is not to be bound by the terms of this instrument.

Recorded May 6 1914

Sept 17 1914

(For assignment see Book 5 Page 4414)