

Mortgage Record.

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This Indenture, Made this 1st day of Aug 1913, between Wesley Stone & Josephine Stone his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. W. Meadows of the second part:

Jan. 20th 1922
Estelle Northrup
Notary of Deeds

This Indenture, Made this 1st day of Aug 1913, between Wesley Stone & Josephine Stone his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. W. Meadows of the second part:

WITNESSETH, That the said part of the first part, in consideration of the sum of One hundred ninety four no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said part of the second part, his 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:

Lots 174 and 176 Elm Street in North Lawrence, Douglas Co. Kansas

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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

One hundred ninety four no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said part of the first part to the said part of the second part; said note being given for the sum of

One hundred ninety four no/100 DOLLARS, dated Aug 1st 1913, due and payable in 5 year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons 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 sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the second part, its 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 part of the second part, its 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 over-

plus, if any there be, shall be paid by the part making such sale, on demand, to the said heirs and assigns.

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

Signed, sealed and delivered in presence of E. O. Perkins Notary Public

Wesley Stone (SEAL)
Josephine Stone (SEAL)

STATE OF KANSAS,
Douglas County ss.

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BE IT REMEMBERED, That on this 17th day of Sep A. D. 1913, before me, E. O. Perkins, a Notary Public

in and for said County and State, came Josephine Stone & Wesley Stone husband & wife to me personally known to be 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 Feb 11th 1915 E. O. Perkins Notary Public.

This instrument was filed for record on the 19th day of Sept. 1913 at 2:00 o'clock P. M.

By Roy L. Lawrence Register of Deeds.
Geo. C. Metzl Deputy.

This document is entered on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and by the death of the mortgagor is hereby discharged. As witness my hand this 19th day of September A. D. 1913.
E. O. Perkins

Book 25th 1916
Wesley Stone