

## Mortgage Record.

This Indenture, Made this 1st day of February in the year of our Lord one thousand nine hundred fourteen, between Mary S. Learnard, Single of the County of Douglas and State of Kansas, of the first part, and

The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of

\$ Eight thousand DOLLARS to her duly paid, the receipt of which is hereby acknowledged, ha. she sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, 16 Acres 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 Numbered Twenty Six (26) Massachusetts Street Lawrence Kansas, including three story building situated thereon

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary S. Learnard do hereby covenant and agree that at the delivery hereof she is 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 she 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

Eight thousand DOLLARS, according to the terms of one certain promissory note this day executed by the said Mary S. Learnard

to the said part of of the second part; said note being given for the sum of Eight thousand DOLLARS,

dated February 1st 1914, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 2 coupons of \$230 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 part of of the first part hereby agrees 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

Eight 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 part of of the first part, and the expense of such taxes and accruing penalties, interests 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 be 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 part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or pay at the option of the part of of the second part; and it shall be lawful for the part of of the second part, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of of the second part, 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 of the second part, to the best advantage of the part of of the second part, 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 part of making such sale, on demand, to the said Mary S. Learnard heirs and assigns.

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

Signed, sealed and delivered in presence of

W. R. Cyle

W. R. Cyle

STATE OF KANSAS

Santa Clara County

BE IT REMEMBERED, That on this 1st day of February A. D. 1914, before me, W. R. Cyle, a Notary Public

in and for said County and State, Eame. Mary S. Learnard

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 July 8 1914 Notary Public.

This instrument was filed for record on the 13th day of March A. D. 1914 at 9:45 o'clock A. M.

By W. R. Cyle Register of Deeds.  
Paul C. May Deputy.

This document is subject to the provisions of the Act of March 3, 1909, Chapter 103, Section 1, which provides that any mortgage or deed of trust executed after the date of the passage of said Act, and which is not recorded within the time specified in said Act, shall be void.

The above described premises have been paid in full, this deed is being released and the lien thereby created discharged. As witness my hand this 22nd day of February, A. D. 1914.

Recorded Nov. 22nd 1914

W. R. Cyle

Notary Public

Paul C. May

Deputy

Register of Deeds

Lawrence National Bank

By J. J. Meade

Treasurer

Notary Public

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