

Mortgage Record.

This Indenture, Made this thirtieth day of October in the year of our Lord one thousand nine hundred fourteen, between C. L. Doyle and Nellie M. Doyle, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

The Citizens State Bank of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred (\$500.00) 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 part 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:

Commencing at a point 457.05 feet South of the South East corner of Lot No. Nine (9), in Block No. Four (4), of Babcock's Addition to the City of Lawrence, thence running due West 117 feet, thence South 50 feet, thence East 117 feet to the West line of Tennessee Street, thence North 50 feet to the place of beginning in the North West quarter of Section No. 6, in Township No. 13, South, of Range No. 20, East of the 6th P.M. reserving eight feet along the adjoining the West side of said tract to be used as an alley,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. L. Doyle and Nellie M. Doyle, his wife 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 Five hundred (\$500.00) DOLLARS,

according to the terms of one certain promissory note of this day executed by the said C. L. Doyle and Nellie M. Doyle, his wife to the said part of the second part; said note being given for the sum of Five hundred (\$500.00) DOLLARS, dated October 30th 1914, due and payable in three year 3 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 17.50 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 Five hundred (\$500.00) 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 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 part of the second part, 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, of the second part, and it shall be lawful for the part 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 part of the second part, or 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 part of the second part, making such sale, on demand, to the said Mortgagees, their heirs and assigns.

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

Signed, sealed and delivered in presence of

C. L. Doyle (SEAL)  
Nellie M. Doyle (SEAL)

STATE OF KANSAS, } ss.  
Douglas County

BE IT REMEMBERED, That on this 31 day of October A. D. 1914, before me, B. V. Pardee, a Notary Public in and for said County and State, came C. L. Doyle and Nellie M. Doyle to me personally known to be the same person of 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 May 2 1917 Notary Public.  
This instrument was filed for record on the 5th day of Nov. A. D. 1914 at 3:57 o'clock P.M.

Ray L. Lawrence Register of Deeds.  
By E. C. Nagel Deputy.

One hundred is returned on the original instrument.  
The same herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. Witness my hand this 31st day of October, A. D. 1914.  
C. L. Doyle and Nellie M. Doyle, his wife  
Ray L. Lawrence  
E. C. Nagel

Recorded July 28th 1916

Ray L. Lawrence

E. C. Nagel