

Mortgage Record.

This Indenture, Made this 29th day of December in the year of our Lord one thousand nine hundred fourteen, between Hatcher W. Bell, Laura Bell his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Lawrence National Bank of Lawrence Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred twenty-five 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 party of the second part, its Successors 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 Nos. One hundred thirty-two (132) & One hundred thirty-four (134), in Block No. Forty-one (41) in that part of the City of Lawrence, Kansas, as first Lawrence, being the homestead of the said parties of the first part who agree to maintain insurance for the benefit of the party of the second part in the sum of at least \$325.00, on the building erected on said lots,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said first parties 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 Three hundred twenty-five DOLLARS, according to the terms of One certain promissory note this day executed by the said first parties

to the said party of the second part; said note being given for the sum of Three hundred twenty-five DOLLARS, dated December 29th 1914, due and payable in five year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Eleven 7/100 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 Three hundred twenty-five 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its Successors 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 party of the second part, its Successors 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 party of the second part making such sale, on demand, to the said first parties heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal 3 the day and year last above written.

Signed, sealed and delivered in presence of
Hatcher W. Bell (SEAL.)
Laura Bell (SEAL.)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 29 day of December A. D. 1914, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Hatcher W. Bell & Laura Bell his wife to me personally known to be the same person 3 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.
Geo. W. Kuhne Notary Public.
My commission expires Jan 25 1918.

This instrument was filed for record on the 31st day of Dec A. D. 1914, at 9:52 o'clock A.M.
Geo. L. Wright Register of Deeds.
By Geo. L. Wright Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
A. D. 1923
J. E. Mellman
Recorder of Deeds

Recorded Feb. 5th 1923

(Corp Seal)

Geo. E. Mellman

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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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its Successors 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 party of the second part, its Successors 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-
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(SEAL.)
A. D. 1914,
a Notary Public
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day and year last
Notary Public.
P.M.
gister of Deeds.
Deputy.