

Mortgage Record.

This Indenture, Made this 1st day of January in the year of our Lord one thousand nine hundred fourteen, between Alice P. Jones and H. P. Jones, her husband 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 Seven hundred (\$700.00) 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 party of the second part, its 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:

Beginning at a point on the north line of 19th Street produced Two hundred (200) feet East of the East line of Lawrence Avenue produces South, thence North Two hundred (200) feet, thence East Two hundred (200) feet, thence South Two hundred (200) feet, thence West along the North line of 19th Street produced East Two hundred (200) feet to the place of beginning; same being One (1) thirty-seven hundredths (1.37/100) acre, more or less in the East 1/4 of Section 13, Range Twenty (R20), 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 Alice P. Jones and H. P. Jones, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seised 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 Seven hundred (\$700.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part.

to the said party of the second part; said note being given for the sum of Seven hundred (\$700.00) DOLLARS, dated January 1st 1915, due and payable in 18 mo. from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 3 coupons of 21.00 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 Seven hundred (\$700.00) 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 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, 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 parties 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 overplus, if any there be, shall be paid by the parties of the second part, its executors, administrators or assigns, on demand, to the said parties of the first part, its heirs and assigns.

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

Signed, sealed and delivered in presence of

Alice P. Jones (SEAL)
H. P. Jones (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of January A. D. 1915, before me, the undersigned, a Notary Public in and for said County and State, came

LP

Alice P. Jones and H. P. Jones her husband 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 March 11 1916
This instrument was filed for record on the 15th day of January A. D. 1915, at 10 1/4 o'clock A.M.

Arthur M. Spalding Notary Public.
Dwight Lawrence Register of Deeds.
Eugene K. Metzger Deputy.

Recorded April 8th 1915
Entered & Delivered
Citizens State Bank
Lawrence, Kansas
(Corp Sec.)