

## MORTGAGE RECORD

## This Indenture Made this

25

day of August

in the

year of our Lord one thousand nine hundred twentieth  
The Hosford Investment & Mortgage Company, a corporation  
 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 part 1 of the first part, in consideration of the sum of Three Thousand (\$3000.00) DOLLARS to be duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part 2 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:

Lots Seventeen (17) & Nineteen (19) Corner of street in the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said

The Hosford Investment & Mortgage Company, a corporation does hereby covenant and agree that at the delivery hereof its the lawful owner of the premises abovegranted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it 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 Thousand (\$3000.00)

DOLLARS,

according to the terms of One certain promissory note—this day executed by saidto the said part 1 of the second part; said note being given for the sum ofThree Thousand (\$3000.00)

DOLLARS,

dated Aug. 25th, 1916, due and payable in five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$105.00dollars 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 1 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 ofThree Thousand (\$3000.00)

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 1 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 2 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not, at the option of the part 1 of the second part; and it shall be lawful for the part 1 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 part 1 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 1 making such sale, on demand, to the said Part 1 of the first part, its heirs and assignsIN TESTIMONY WHEREOF, The said part 1 of the first part have hereunto set its hand—and seal—

the day and year last above written.

Signed, sealed and delivered in presence of

Cor Seal

Hosford Investment Mortgage Co.

By G. B. Hosford Pres (SEAL)

E. T. Arnold Sec. & Treas. (SEAL)

STATE OF KANSAS

County

ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State, came

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 \_\_\_\_\_ 19\_\_\_\_

Notary Public

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 25th day of August A.D. 1916 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came G. B. Hosford, President of The Hosford and Investment Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and E. T. Arnold, Secretary of said Corporation who are personally known to me to be such officers and who are personally known to me to be the persons who executed as such officers, the within instrument of writing on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires Jan 31, 1920. (SEAL)

F. Henry Perkins, Notary Public.

Recorded August 28th., A.D. 1916, at 4:25 o'clock P.M.

Floyd Lawrence  
 Register of Deeds.

Geo. B. Hays  
 Deputy.

The following is exhibited on this original instrument  
 Two note herein described having been paid in full, this mortgage is hereby  
 released and the lien thereby created is discharged.

Witness my hand this 25th day of August A.D. 1916  
E. T. Arnold  
Notary Public  
3215-17th Street, Lawrence, Mo.

Recorded April 8 - 1936  
E. T. Arnold  
Notary Public

For Assigns See Book 67 Page 445-