

MORTGAGE RECORD

This Indenture Made this 5th day of January in the year of our Lord one thousand nine hundred Twenty between James B. Devine & Amelia Devine, his wife in the County of Geary and State of Kansas, of the first part, and The Home State Bank of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Six Hundred Twenty Eight DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 numbered one hundred thirteen (113), One hundred fifteen (115) and One hundred seventeen (117) in Block number Thirty eight (38) in that part of Lawrence known as West Lawrence.

with the appurtenances, and all the estate, title and interest of the said part its of the first part therein. And the said Parties of the first part 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 Six Hundred and Twenty Eight DOLLARS,

according to the terms of One certain promissory note—this day executed by said Parties of the first part

to the said part its of the second part; said note being given for the sum of Six Hundred Twenty Eight DOLLARS,

dated January 5th 1917, 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 no coupons are 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 its 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 no 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 its 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 its of the second part, and all sums paid by the part its of the second part for insurance, shall be due and payable or not, at the option of the part its of the second part; and it shall be lawful for the part its 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 its 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 its making such sale, on demand, to the said The Parties of the first part heirs and assigns

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

Signed, sealed and delivered in presence of

W. E. Muenzenmeyer

James B. Devine (SEAL)
Amelia Devine (SEAL)

STATE OF KANSAS

Geary County ss.

BE IT REMEMBERED, That on this 5th day of January A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, came James B. Devine and Amelia Devine (his wife) to me personally known to be the same person as who executed the within instrument of writing, and acknowledged the execution of the same. In Witness Whereof, I have hereunto set my name and affixed my official seal on the day and year last above written.

My commission expires May 2nd 1920 Notary Public.
This instrument was filed for record on the 10th day of January A. D. 1917 at 5⁰⁰ o'clock P. M.

Edith D. Anthony Register of Deeds.

By _____ Deputy.

1920
June 16
Received of James B. Devine the sum of Six Hundred Twenty Eight and no 100/100 Dollars, in full satisfaction of the within mortgage. The Home State Bank by W. E. Muenzenmeyer (Copy Seal)

Recorded July 10th 1920
Edith D. Anthony Register of Deeds

in the _____ between _____ of the first part, and _____ part: _____ of the sum of _____ DOLLARS _____, sell and mortgage _____ County of Douglas and _____ by Twelve _____ Bank of _____ hereby covenant and _____ estate of inheritance _____ This grant is intended _____ DOLLARS, _____ DOLLARS, _____ from date thereof, _____ and as hereinafter _____ or costs shall accrue on _____ DOLLARS, _____ penalties, interests and _____ interest and costs, and _____ shall bear inter- _____ taxes assessed on said _____ and interest thereon, _____ of the second part, _____ of the second part, to sell the _____ of the part _____ then due or to become _____ there be, shall be paid _____ heirs and assigns _____ hand _____ and seal _____ (SEAL) _____ (SEAL) _____ A. D. 1916 _____ Notary Public _____ of writing, and duly _____ day and year last above _____ Notary Public. _____ M. _____ Register of Deeds. _____ Deputy.