

MORTGAGE RECORD.

This Indenture, Made this 19th day of February, A. D. 1922, between
John Moody and Mary Moody, husband and wife,

of Douglas County, in the State of Kansas, of the first part, and PEOPLES STATE BANK, of Lawrence Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Fifteen thousand

DOLLARS,

the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The south half (S $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of section six (6), Township thirteen (13), range twenty one (21), and that part of the southwest quarter (SW $\frac{1}{4}$) of the south west quarter (SW $\frac{1}{4}$) of section five (5), Township thirteen (13), range twenty one (21), west of the middle of the Arkansas river. Also the north half (N $\frac{1}{2}$) of the north west quarter (NW $\frac{1}{4}$) of the north east quarter (NE $\frac{1}{4}$) of section seven (7), Township thirteen (13), range twenty one (21) containing twenty acres more or less. Also that part of the north east quarter (NE $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of section seven (7), Township thirteen (13), range twenty one (21) on the north side of the Arkansas river described as follows: Beginning at the northwest corner of said 40 acres; thence south to the Arkansas river, thence down said stream to place where said river crosses the section line running east and west on the north line of said 40 acres; thence west on said section line to place of beginning, containing seven and one fourth acres more or less.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit: Said parties of the first part are justly

indebted unto the said party of the second part in the principal sum of Fifteen thousand Dollars,

payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date

Feb 19 1922, and payable to the order of the said party of the second part, on the 19th day of

February 1925 with interest thereon from date until maturity at the rate of

six per cent. per annum, payable semi-annually, on the 15th days of August and February in

each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by five interest coupons attached to said

principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree to insure and keep insured the buildings on said real property against loss by fire in the sum of \$ and

against loss by tornado in the sum of \$ for the period of this loan or any renewal or extension thereof in some reputable insurance company or companies for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to

have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above

described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly dis-

charged and void; but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the

same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the

same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon,

shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

John Moody
Mary Moody

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 19th day of February, A. D. 1922, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came

John Moody and Mary Moody, his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly

acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term expires Apr 10 1924, S. A. Hood, Notary Public.

Filed for Record on the 25 day of Feb A. D. 1922 at 1:25 o'clock A.M.

Estelle Northrup, Register of Deeds.

Ferns Flood, Deputy.

PEOPLES STATE BANK

The foregoing is a copy of the original instrument
The last of the security of which is now in my hands
Given at Lawrence, Mo. this 19th day of February, 1922.

Exp. Sec

Printed April 11-1922

State of Kansas, Douglas County, ss.

For Deeds Please See Book 77-Page 204.