

MORTGAGE RECORD.

A. D. 1920, between
and
DOLLARS,
and assigns, all the

City of

ing or in any wise
the first part are justly
Dollars,
part, bearing date
day of

turity at the rate of
in
ons attached to said
and
ce company or com-
; and also agree
f money in the above
shall be wholly dis-
is not paid when the
of are not paid when
and interest thereon,
shall be entitled to

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 25th day of July, 1925.

3000 00
Recorded at Ben Kowing
The said holder and assignor of the within instrument, the said
Ben Kowing and Clara Kowing
G. G. B.

Recorded July 25 - 1925
W. H. McElman
Register of Deeds

before me, the
in persons have duly
above written.
Notary Public.

M.
Register of Deeds.
Deputy.

This indenture, Made this 8th day of May, A. D. 1920, between Ben Kowing and Clara Kowing, husband and wife,

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

Three 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 east half of the South-west quarter (SW⁴) of Section fourteen (14) in township twelve (12), range nineteen (19), containing eighty (80) acres more or less. Also, beginning at the South east corner of the west half of the North west quarter (NW⁴) of Section fourteen (14), township twelve (12), range nineteen (19); thence north to the North line of the right of way of the A. T. & S. T. Railroad, formerly the Kansas City, Spickard & Northern Railroad; thence northwesterly along the north line of said right of way to the center of Ballwin's Branch or Mud Creek; thence northeasterly following the center of said branch or creek to the Kansas River; thence southeasterly along the banks of said river to the east line of the four (4), in said Section fourteen (14); thence south to the North line of said railroad right of way; thence northwesterly along the north line of said right of way to the west line of said lot four (4); thence south to the south west corner of said lot four (4); thence west eighty (80) rods more or less to place of beginning, containing 64.48 acres more or less, all in the north half of said Section fourteen (14), less the right of way of said railroad through a portion of said lands in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever, this mortgage, in second and sub - to a certain Mortgage Note, executed and delivered by said parties of the first part, dated July 2, 1920 for \$3,000.

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 - Three 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 May 8th, 1920 and payable to the order of the said party of the second part, on the 8th day of May, 1922, with interest thereon from date until maturity at the rate of Seven per cent, per annum, payable semi-annually, on the 8th days of November and May, in each year, and ten per cent, per annum after maturity, the installments of interest being further evidenced by four 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 discharged 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.

Ben Kowing
Clara Kowing

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 8th day of May, A. D. 1920, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ben Kowing and Clara Kowing, his wife (L.S.) 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.

S. G. Wood, Notary Public.

Term expires April 10, 1921

Filed for Record on the 10th day of May, A. D. 1920 at 11:40 o'clock a.m.

Estelle Northrup, Register of Deeds.

Deputy.