

# MORTGAGE RECORD.

This Indenture, Made this 3rd day of February, A. D. 1922, between  
Charlotte Eckelberry and W. L. Eckelberry, her husband,

of Allen 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

One Thousand & 70/100 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: Being all of the South one-fourth (1/4) of Lot One Hundred Fifty Six (156) and all of Lot One Hundred Fifty Eight (158) Ohio Street, and known as Number 1042 Ohio Street, Lawrence, Kansas.

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 One Thousand & 70/100 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

February 3 1920 and payable to the order of the said party of the second part, on the 3rd day of February 1922 with interest thereon from date until maturity at the rate of 7% per cent. per annum, payable semi-annually, on the 3rd days of August and February 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 \$2,000 and against loss by tornado in the sum of \$2,000.00 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.

Charlotte Eckelberry  
W. L. Eckelberry

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 3rd day of February, A. D. 1922, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

(L.S.) Charlotte Eckelberry and W. L. Eckelberry, husband and 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.

W. A. Ross, Notary Public.  
My commission term expires Mar. 7 1920

Filed for Record on the 19 day of July, A. D. 1920 at 11:50 o'clock A. M.  
Estelle Northrup, Register of Deeds.  
Deputy.

PEOPLES STATE BANK

To Release See Book 67 Page 83

1920  
Feb. 5  
Copies State Bank Lawrence Kan  
Received as Elsie M. Gibbs