

# MORTGAGE RECORD.

NOTICE: This instrument is subject to the provisions of the Act of the Legislature of the State of Kansas, passed March 15, 1923, relating to the recording of mortgages, and the provisions of the Act of the Legislature of the State of Kansas, passed March 15, 1923, relating to the recording of mortgages, and the provisions of the Act of the Legislature of the State of Kansas, passed March 15, 1923, relating to the recording of mortgages.

This Indenture, Made this 18th day of August, 1923, between Octavia M. Moore and C.O. Moore, her husband

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 Five hundred DOLLARS, the receipt of which is hereby acknowledged, do hereby 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:

Lot number fifty three (53) on Corn-  
street in the city of Lawrence,  
according to the recorded plat thereof.

This mortgage is second and subject  
to a certain mortgage for \$1500. dated, March 15, 1923.

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 Five hundred Dollars, payable according to the tenor and effect of one certain Mortgage Note, executed and delivered by the said parties of the first part, bearing date Aug. 18, 1923 19 and payable to the order of the said party of the second part, on the 18th day of August, 1926, with interest thereon from date until maturity at the rate of eight per cent. per annum, payable semi-annually, on the 15th days of Feb. and Aug. in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by six 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 \$ 2000. and against loss by tornado in the sum of \$ 1000. 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.

Octavia M. Moore  
C.O. Moore

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, that on this 18th day of Aug., A. D. 1923 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came,

(L.S.) Octavia M. Moore & C.O. Moore, her husband  
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.  
my commission S. A. Wood Notary Public.  
Term expires exp. April 10, 1925

Filed for Record on the 22 day of Aug., A. D. 1923 at 5:30 o'clock A. M.  
Joe E. Mellman Register of Deeds.  
Joe Mellman Deputy.

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 7 day of May, 1925, and that the same is duly recorded in Journal 29 at page 386.  
Witness my hand this 20 day of June, 1925.  
John Callahan  
Clerk District Court.  
By Mrs C.W. Cannon  
Deputy

ATTEST:  
Harold A. Beck  
Register of Deeds