

MORTGAGE RECORD.

A. D. 1923, between

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Notary Public.
Public
California

.M.
, Register of Deeds.
, Deputy.

The following is endorsed on the original instrument:
August 31, 1923
\$1500.00
The legal holder and owner of the note
secured by the within mortgage is George Borell
and Caroline Borell, his wife, who are the
only persons in full possession of said note and
the proceeds therefrom, and are the
only persons entitled to receive the same.

Recorded Aug. 31, 1923
Elmer C. Armstrong
Register of Deeds
Douglas County, Kansas

This Indenture, Made this 8th day of September, A. D. 1923, between
George Borell and Caroline Borell,
husband and wife

of Ellsworth 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
Seventy-five Hundred & No/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:

The North West Quarter (1/4) of Section Thirty-four (34); The West Half (1/2) of the North East Quarter (1/4) of Section Thirty-four (34); The South East Quarter (1/4) of the North East Quarter (1/4) of Section Thirty-four (34), all in Township Thirteen (13), Range Nineteen (19), Containing Two Hundred Eighty (280) acres more or less.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances therunto 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 Seventy-five Hundred & No/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 September 15th 1923 and payable to the order of the said party of the second part, on the 15th day of September 1923 with interest thereon from Sept. 15 - 1923 until maturity at the rate of 5% per cent. per annum, payable semi-annually, on the 15th days of March and September in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by 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.

George Borell
Caroline Borell

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 8 day of September, A. D. 1923, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

L. S. and Caroline Borell, 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 My Commission expires March 2, 1924
F. S. Ficala, Notary Public.

Filed for Record on the 13 day of September, A. D. 1923 at 9:15 o'clock A.M.
Eda E. Wellman, Register of Deeds.

(Seal shows Ellsworth Co.)