

MORTGAGE RECORD.

This Indenture, Made this 1st day of December, A. D. 1923, between
C. D. Stewart and Mattie M. Stewart
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
One 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:

Lot number ninety five (95) on Kentucky
Street in the City of Lawrence

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 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

Dec. 1, 1923 and payable to the order of the said party of the second part, on the 1st day of
December 1926 with interest thereon from date until maturity at the rate of

1st per cent. per annum, payable semi-annually, on the 1st days of June and December in
 each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by 24 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 \$1,000. and
 against loss by tornado in the sum of \$1,000. for the period of this loan or any renewal or extension thereof in some reputable insurance company or com-
 panies 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.

C. D. Stewart
Mattie M. Stewart

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 1st day of December, A. D. 1923, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came
L. S.
C. D. Stewart and Mattie M. Stewart, husband & 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.

L. S. Wood, Notary Public.

Term expires April 10 1925

Filed for Record on the 4th day of Dec. A. D. 1923 at 11⁴⁵ o'clock A. M.

Law E. Wellman, Register of Deeds.
Deputy.

PEOPLES STATE BANK

The following is entered on the original instrument:

1000
 Remitted of C. D. Stewart
 who had been given of it not account by it with mortgage to sum
 of One thousand
 in full satisfaction of the said mortgage which is not paid by the said
 C. D. Stewart and Mattie M. Stewart
 by D. S. Wood, Cashier.

Recorded Nov. 16th 1923
Law E. Wellman
 Register of Deeds

The following is entered on the original instrument:
 \$7,000.00
 Received of Harry Dick & Neil Dick in the Trust of the said
 Lawrence, Kan. March 30 1926

For Assignment see Book 65 Page 76