

## MORTGAGE RECORD

of our Lord one thousand nine

husband

DOLLARS

y, Kansas, party of the second

o-wit:

in that part  
ence Douglass  
1st Main  
Bridges Street  
Lawrence, Kansas

the first part, as evidence by one

to the order of the said party of

Hundred Dollars,

date

ording to interest coupons there-

ams covered by this bond and

y kind whatsoever, and same to

the party of the second part, its

its assigns or successors, may

inds that may become liens upon

continuation of this loan.

sum or sums of money as may

or to extinguish or remove any

ten per cent. per annum from the

il of which said sum or sums of

it in the same manner as the said

money to become due herein speci-

of the covenants or agreements

the party of the second part, its

the rents and profits thereof, and

ad party, its assigns or successors,

at the option of the legal holder

day and year first above written.

(SEAL)

(SEAL)

ify that on this 30th

ene and Simon

ixed to the foregoing mortgage as

Notary Public.

o'clock a.m.

Register of Deeds.

Deputy.

The following is endorsed on original instrument:

I acknowledge payment in full of the within mortgage and hereby authorize the Registrar of Deeds to enter this discharge of record.

Dated this 11th day of December, A. D. 1923

Merchants Loan and Savings Bank

By E. C. Mapple, Cashier

Recorded Dec. 13 - 1923

E. C. Mapple

Registrar of Deeds

This Indenture,

Made this 4th day of October

in the year of our Lord one thousand nine

hundred and twenty two

WITNESSETH, that Howard E. Creel and Rudence Creel, his wife

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of

Three hundred and 75/100

DOLLARS

Conveys and Warrants to THE MERCHANTS LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the second part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

Beginning at a point 75 feet East of the East line of Barker Avenue in the City of Lawrence, Kansas, and 380 feet South of the North line of the North East Quarter of Section 6, Township 13, Range 20, thence South 104 feet more or less to the North line of the roadway described in the said recorded with Book 107, Page 373 of the records of Douglas County, Kansas, thence East on the North line of said roadway 50 feet thence North 104 feet more or less to a point 50 feet East of the Place of Beginning thence West 50 feet to the place of beginning.

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one

certain Bond No. of even date herewith in and by which said bond the party of the first part promises to pay to the order of the said party of

the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Three hundred and 75/100 Dollars,

on October 4, 1925 with interest at the rate of seven per cent. per annum from date

until maturity and ten per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons there-

for thereunto attached, both principal and interest being payable at the office of THE MERCHANTS NATIONAL BANK, Lawrence, Kansas, and also promise

and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and

secured by this Mortgage Bond, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to

be collected in like manner as if the full time provided in said bond had expired.

It is Herby Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its

assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may

direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon

said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may

have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any

prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the

time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of

money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said

principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein speci-

fied, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements

herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its

assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and

the said bond, with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors,

with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder

hereof.

In Testimony Whereof, The said party of the first part have hereunto set their hand and seal on the day and year first above written.

Howard E. Creel

(SEAL)

Rudence Creel

(SEAL)

STATE OF KANSAS, Douglas COUNTY, ss:

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 4th

day of October, A. D. 1923, personally appeared before me Howard E. Creel and

Rudence Creel, his wife

to me personally known to be the identical person who executed and whose name are affixed to the foregoing mortgage as

grantor and acknowledged the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(L.S.)

F. H. Apple

Notary Public.

Commission expires January 27, 1923

Filed for Record on the 4th day of October, A. D. 1923, at 10:55 o'clock a.m.

G. L. Bartholomew, Register of Deeds.

E. B. Babbitt, Deputy.