

# MORTGAGE RECORD No. 40.

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COULON MORTGAGE-SAVE BOND-NORTH BOND CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this Twenty eighth day of June in the year of our Lord one thousand nine hundred and one between Matilda C. Hazel and her husband Charles F. Hazel

of the City of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Frank Miller of Sedgewick County, State of Ohio of the second part:

Witnesseth, That, the said parties of the first part, in consideration of the sum of Four hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, him heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Lot number seventy three (73) on Connecticut Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Matilda C. Hazel and Charles F. Hazel, parties of the first part do hereby covenant

and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a MORTGAGE to secure the payment of the sum of Four hundred Dollars, according to the terms of one certain promissory note this day executed by the said Matilda C. Hazel and Charles F. Hazel to the said part of of the second part.

Said note being given for the sum of Four hundred Dollars, dated June 28<sup>th</sup> 1901 due and payable in Five year from date hereof, with interest

thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of not less than five hundred DOLLARS.

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interests and costs and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of of the second part his executors, administrators and assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale on demand, to the said Matilda C. Hazel her heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Matilda C. Hazel (SEAL)

Charles F. Hazel (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28<sup>th</sup> day of June A. D. 1901, before me

James Brooks a Notary Public in and for said County and State came

Matilda C. Hazel and Charles F. Hazel, wife and husband, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires November 4<sup>th</sup> 1901 James Brooks Notary Public

Filed for Record the 29 day of June A. D. 1901, at 11 o'clock A. M.

By Willie B. Chapman Deputy. W. B. Chapman Register of Deeds.

This copy is prepared on the original instrument. The Note given therefor having been paid in full. This mortgage is hereby released and the land thereon is cleared of all charges. Witness my hand this 28<sup>th</sup> day of June A. D. 1901. James Brooks Notary Public.

Received June 28<sup>th</sup> 1901. W. B. Chapman Register of Deeds.