

This Indenture,

This Indenture, Made this 18th day of September in the year of our Lord, one thousand nine hundred & eight between Frederick S. Williams and Daisy Williams his wife of Lawrence in the County of St. Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Three 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 the second part, his 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:

Lots Numbered Seventy five (75) the East half of Lot Seventy seven ($E\frac{1}{2} 77$) and the East half of Lot Number One hundred & thirty eight ($E\frac{1}{2} 138$) in Block number forty two (42) in that part of the City of Lawrence known as West Lawrence.

with the appurtenances and all the estate, title and interest of the said part ~~is~~ of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they and 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 Three hundred Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part. Said note being given for the sum of Three hundred & no/100 Dollars, dated Lawrence, Kans. Sept 18 1898 due and payable in two years 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 part ~~is~~ of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Seven hundred fifty & no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 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 ten 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 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part ~~his~~ executors, administrators and assigns, at any time thereafter, 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 party 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 party making such sale on demand, to the said parties of the first part, their 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

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 11 day of Sept. A. D. 1908, before me
A. F. Fleming, a Notary Public in and for said County and State came
Fred S. Williams and Dora Williams his wife
to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution of the same.

My commission expires April 10 1991 for A. F. Flinn, Notary Public

Filed for Record the 19 day of Sept, A. D. 1905 at 2³⁰ o'clock P.M.
By Joe J. Armstrong Deputy. A. W. Armstrong
Register of Deeds

The following is evidence from the original instrument.
The note herein described having been paid in full, this
mortgage is hereby released and the lien thereby created discharged.
Witness my hand this 14th day of February, A.D. 1910

C. W. Treacher

Recorded Feb 14 1910
 Lloyd L. Lawrence
 Registrar of Records