

STANDARD FIRM

ДОБРОМ ДОБРАГО

The following is endorsed on the original instrument
When we have decided having been paid in full, this mortgage is
being released and it then thereby created discharged
winners may find this the 26th day of April 1910
M. E. Newton

Recorded May 23rd 1910
Lloyd Lawrence
Register & Clerk
By. Hamanahie N. E. Small
Deputy.

This Indenture, Made this Twenty-fifth day of March in the year of our Lord, one thousand nine hundred and nine between Bertie Rhode (widow) and Louise Vander Jordan Rhode sole heirs of Laurence in the County of Douglas and State of Kansas, of the first part, and Mrs. E. M. Nulish of the second part:

Witnesseth, That the said part was the first part, in consideration of the sum of Two hundred DOLLARS, to him 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:

Lot 10, Third one (81) New Jersey Street in the city of
Lawrence Douglas Co. Kansas

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Bessie Stode and Louise Vander 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 encumbrances, and the 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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Bessie Stode and Louise Vander to the said party of the second part. Said note being given for the sum of Five Hundred Dollars, dated March 27 1909 due and payable in Five 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 parties 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 Four Hundred 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 party 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 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 Bessie Stode heirs and assigns.

IN TESTIMONY WHEREOF, The said part *is* of the first part *has* thereunto set *their* hands and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

<u>John M. Newlin</u>	<u>Betha ^{her} Rhode</u>	(Seal)
<u>E. L. Edwards</u>	<u>Mrs. ^{maek} Louise Vanden</u>	(Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 27th day of March A. D. 1909, before me
John M. Newlin a Notary Public in and for said County and State came
Bertha Rhode and Louise Under
to me personally known to be the same persons 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 April 11th 1961 (L.S.) John M. Newlin Notary Public

Filed for Record the 27th day of March A. D. 1909, at 120 o'clock P. M.

By Winnie A. F. Lawrence Deputy. Floyd L. Lawrence
Register of Deeds.