

Mortgage Record No. 46.

333

COUPON-MORTGAGE-JOURNAL CO. - PROVIDES THE PLANS FOR THE MORTGAGE LAWYER'S FACILITY

This Indenture, Made this 25 day of February in the year of our Lord, one thousand nine hundred and ten between Mary E. Anderson, formerly Mary E. Cropp, his Ben Anderson her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

Two Hundred Witnesseth, That the said parties of the first part, in consideration of the sum of Two 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 party 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:

Commencing at a point 407.65 feet South of the South East Corner of Lot No 9 in Block No 4 of Babcock's Addition to the City of Lawrence thence running due West 117 feet thence due South Fifty 50 feet thence due East 117 feet thence due North 50 feet to place of beginning

with the appurtenances and all the estate, title and interest of the said part of the first part the first part therein. And the said 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 Two 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 Two Hundred Dollars, dated Lawrence, Kansas, Feb 25, 1910 due and payable in five equal installments 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 party 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 Two 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 or assigns, 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 party 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
Mrs Mary E. Anderson (SEAL)
Mr Ben Anderson (SEAL)

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 7 day of March A. D. 1910, before me

Anna H. Martindale a Notary Public in and for said County and State came Mary E. Anderson and Ben Anderson her 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 Aug 9 1911 Anna H. Martindale Notary Public

Filed for Record the 18 day of March A. D. 1910 at 9:30 o'clock A. M.

By Floyd L. Lawrence Deputy Register of Deeds.

Recorded Feb 6, 1912
A. M. M. Conner, Register of Deeds

one thousand nine hundred and ten
of the first part, and
part:
on of the sum of
DOLLARS,
nt, bargain sell and
and situated in the
of East half of
Block No 4 of
Babcock's Addition
to the City of Lawrence
thence running due West
117 feet thence due South
Fifty 50 feet thence
due East 117 feet thence
due North 50 feet to place
of beginning
by covenant and
defeasible estate of
claims whatsoever.
Dollars,
second part. Said
Dollars,
proof, with interest
of the first part
shall be void
of the first part
DOLLARS,
accruing penalties,
accruing penalties,
upon the above de-
any part thereof,
ce shall become
and costs thereon
and part his
manner prescribed
assigns; and out-
instrument, together
le on demand, to
sirs and assigns.
ay and year last
(SEAL)
(SEAL)
1910, before me
of the same.
tten.
Notary Public
ister of Deeds.