

one thousand nine
wife

of the first part, and
and part:

tion of the sum of
DOLLARS,
grant, bargain sell and
land situated in the

Township

ereby covenant and
indefeasible estate of
claims whatsoever,
Dollars,

second part. Said
Dollars,

thereof, with interest
easance shall be void
of the first part
keep the said prem-

DOLLARS,
accruing penalties,
upon the above de-
or any part thereof,
easance shall become
part for insurance,

ond part to execute
manner prescribed
or assigns; and out
instrument, together
sale on demand, to

heirs and assigns.

day and year last

(SEAL)

(SEAL)

1910, before me

of the same.

written.

Notary Public

Register of Deeds.

One (each) is enforced on the original instrument.
Persons herein described have paid in full, this mortgage in money, and the
the money is hereby discharged. As witness my hand and seal this 21st day of April, 1915.

Recorded April 21 1915

Floyd L. Lawrence
Register of Deeds
Ex. 67 Page 51

(For Assignment - See Book 51 Page 65)

This Indenture, Made this fifteenth day of March in the year of our Lord, one thousand nine hundred and ten between Willis K. Folks and Emma V. Folks, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence Loan and Realty Company of the second part:

Witnesseth, That the said parties the first part, in consideration of the sum of Three Thousand 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 party of the second part, its 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:

All of Lot eleven (11) in block eight (8) Cread addition to Lawrence

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Willis K. Folks and Emma V. Folks, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Thousand Three Hundred Dollars, according to the terms of certain promissory notes this day executed by the said Willis K. Folks and Emma V. Folks to the said party of the second part. Said note being given for the sum of Three Thousand Three Hundred Dollars, dated January 15th 1910 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 part 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 Three Thousand Three 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 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 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 its 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 its 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 Grantors heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part has hereunto set their hands and seals the day and year last above written.

Signed, Sealed and Delivered in Presence of

Willis K. Folks (SEAL)
Emma V. Folks (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 19th day of March A. D. 1910, before me

Edw. E. Brown a Notary Public in and for said County and State came Willis K. Folks and Emma V. Folks, his wife

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 Jan 24 1914 Edw. E. Brown Notary Public

Filed for Record the 29 day of March A. D. 1910, at 8:30 o'clock A. M.

By Floyd L. Lawrence Register of Deeds.