

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas

This Indenture, Made this 15th day of June in the year of our Lord one thousand nine hundred & eleven, between J. H. Fry and Esther E. Fry husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

of the second part: 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: Lot No. One hundred & seventy eight (178) on Connecticut Street in the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 party of the first part, to the said part of the second part; said note being given for the sum of Two Hundred DOLLARS, dated Lawrence, Kans. June 15, 1911 due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of seven dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as 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 Five 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, interest 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 first part; and it shall be lawful for the party of the second part, his heirs and assigns, administrators or 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 heirs and assigns, 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 of the first part, making such sale, on demand to the said party of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

J. H. Fry [SEAL]
Esther E. Fry [SEAL]

State of Kansas Missouri, Jackson County, ss.

BE IT REMEMBERED, That on this 16th day of June A. D. 1911, before me,

Geo. E. Bowling a Notary Public in and for said County and State, came Esther E. Fry wife of J. H. Fry of Lawrence, Kansas to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Geo. E. Bowling Notary Public.

My Commission Expires January 28th 1912

Filed for Record on the 16th day of June A. D. 1911 at 10 o'clock A. M.

State of Kansas, County of Douglas, ss. Be it Remembered, that on this 17th day of June A. D. 1911, before me, the undersigned a Notary Public in and for said County and State, came J. H. Fry, who is personally known to me to be the same person who executed the within instrument of writing, and each person duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.
My Commission expires April 10th 1912.
Recorded June 20 A. D. 1911 at 10:22 A. M.
G. F. Hinn, Notary Public
Lloyd L. Lawrence, Register of Deeds.

This document is subject to the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand and seal this 15th day of June, A. D. 1911.

Recorded Aug 4 1911
Lloyd L. Lawrence
Register of Deeds

Peoples State Bank Form