

## MORTGAGE RECORD.

This Indenture, Made this 26<sup>th</sup> day of June in the year of our Lord one thousand nine hundred and eleven between J. S. Woodruff and Arminda L. Woodruff husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part;

WITNESSETH, That the said part first of the first part, in consideration of the sum of Five Hundred (\$500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. by sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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:

The north sixty feet of the following described real estate, commencing on the west line of Tennessee Street in the City of Lawrence, extending 283 feet north of the south line of southwest quarter of Section Thirty-two, Township Twelve, Range thirty, at the northeast corner of land deeded to R. H. Sparr, May 25, 1882; thence west along the north line of said Sparr tract 100 feet; thence north 100 feet, more or less, to the south line of Adams Street; thence thence east on the north line of Adams Street 100 feet to the West line of Tennessee Street; thence east 100 feet more or less to the place of beginning

with the appurtenances, and all the estate, title and interest of the said part first 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 Five Hundred (\$500.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said

parties of the first part to the said part 2<sup>d</sup> of the second part; said note being given for the sum of Five Hundred Dollars (\$500.00) DOLLARS, dated June 26, 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 10 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 Hundred Dollars (\$500.00) 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 first 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 part first of the second part, and all sums paid by the part first of the second part for insurance, shall be due and payable or not, at the option of the part first of the second part; and it shall be lawful for the part first of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part first 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 surplus, if any there be, shall be paid by the part first of the second part, his executors, administrators or assigns, on demand to the said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

J. S. Woodruff [SEAL]  
Arminda L. Woodruff [SEAL]

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 26<sup>th</sup> day of June A. D. 1911, before me,

J. S. Woodruff and Arminda L. Woodruff, husband and wife a Notary Public in and for said County and State, came 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.

My Commission Expires April 10<sup>th</sup> 1915, Notary Public.

Filed for Record on the 26 day of June A. D. 1911, at 2<sup>15</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

The following is endorsed on the original:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 1<sup>st</sup> day of July, 1912 A. D. 1912

Recorded June 17, 1913  
Chas. P. Lawrence  
Register of Deeds.

ATTEST:

Estelle D. Woodruff  
Register of Deeds.

I, Chas. P. Lawrence, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of the above named mortgage, was made by said Court, on the 12<sup>th</sup> day of July, 1912 and that the same is duly recorded in Journal 28 at page 45 of Vol. 2