

MORTGAGE RECORD.

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This Indenture, Made this 15 day of June in the year of our Lord one thousand nine hundred eleven between J. H. Pearson and Clara M. Pearson his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and E. J. McKey of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Nine Hundred & 70.00 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part four 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: Lots numbered 159-161-163 and 165 on High Street in Hagar's Addition to Baldwin City, Kansas

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said J. H. Pearson and Clara M. Pearson, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Nine Hundred & 70.00 DOLLARS,

according to the terms of one certain promissory note this day executed by the said J. H. Pearson and Clara M. Pearson, his wife to the said part four of the second part; said note being given for the sum of Nine Hundred & 70.00 DOLLARS, dated June 15th 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 31.50 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 part two of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, add to keep the said premises

insured in favor of the said mortgagee, in the sum of Thirteen Hundred & 70.00 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 two 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 four of the second part, and all sums paid by the part four of the second part for insurance, shall be due and payable or not, at the option of the part four of the second part; and it shall be lawful for the part four 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, appraisement hereby waived or not at the option of the part four of the second part, the 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 part four making such sale, on demand to the said parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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 T. M. Spalding J. H. Pearson Clara M. Pearson

State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this 20 day of June A. D. 19 11 before me,

J. H. Pearson and Clara M. Pearson, his wife the undersigned 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 May 21 19 14 O. S. Hooford Notary Public.

Filed for Record on the 28 day of June A. D. 19 11 at 11 o'clock 9 M. Thayer L. Lawrence Register of Deeds. Deputy.

Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of this annotated mortgage, was made by said Court, on the 16 day of June 1911 and that the same is duly entered in Journal 158 at page 45-2. Witness my hand this 19 day of June 1911.

ATTEST: Leetelle D. Westraup Register of Deeds.

9 in assignment Subscribed at 8:30 PM

Peoples State Bank Form