

MORTGAGE RECORD.

The Official Law, Kansas

This Indenture, Made this First day of July in the year of our Lord one thousand nine hundred eleven between St. Fred Lindley, a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and John L. Kibb of St. Catharines, Ontario of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of One Thousand & 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do he grant, bargain, sell and mortgage to the said part 1 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 Number Twenty Two (22) in Lindley Addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said

St. Fred Lindley do he hereby covenant and agree that at the delivery hereof he 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 he 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 One Thousand & 00/100 DOLLARS,

according to the terms of one certain promissory note... this day executed by the said

St. Fred Lindley
to the said part 1 of the second part; said note being given for the sum of

One Thousand & 00/100 DOLLARS,
dated July 1st 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 Twenty 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 1 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 One Thousand & 00/100 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 1 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 1 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not, at the option of the part 1 of the second part, and it shall be lawful for the part 1 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 1 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 part 1 making such sale, on demand to the said St. Fred Lindley, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand... and seal... the day and year last above written.

Signed, sealed and delivered in presence of

St. Fred Lindley [SEAL]
[SEAL]

State of Kansas, Douglas County, ss.BE IT REMEMBERED, That on this 1st day of July, A. D. 1911, before me,

St. Fred Lindley a Notary Public in and for said County and State, came

St. Fred Lindley, a single man
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 January 1st 1911,
E. J. Hulkey Notary Public.

Filed for Record on the 1 day of July, A. D. 1911, at 11 o'clock A. M.

Floyd L. Lawrence, Register of Deeds.
Deputy.

(The following is extracted from 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 this 11th day of March, A. D. 1911.

John L. Kibb
Attorney at Law

Recorded Jan. 11th 1911

E. J. Hulkey Notary Public

My Commission Expires

(The following is extracted from 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 this 11th day of March, A. D. 1911.

Recorded Dec. 10th 1911
Floyd L. Lawrence