

MORTGAGE RECORD.

The Grantee, Lawrence, Kansas.

This Indenture, Made this 14th day of July in the year of our Lord one thousand nine hundred eleven between

Annie J. Hess, a widow
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 1st of the first part, in consideration of the sum of Three hundred fifty & no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has granted, bargain, sell and mortgage to the said part 2nd of the second part, her 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 13 Block 26 Sinclair's Addition to the City of Lawrence

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

Annie J. Hess do hereby covenant and agree that at the delivery hereof she 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 she 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 Hundred fifty DOLLARS,

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

Annie J. Hess to the said part 2nd of the second part; said note being given for the sum of Three hundred fifty & no/100 DOLLARS, dated Lawrence, Kansas July 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 12.50 dollars each thereto attached. And the said part 1st 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, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part 1st 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 1st of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the second part; and it shall be lawful for the part 1st of the second part, its 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 1st 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 part 1st making such sale, on demand to the said Annie J. Hess, her heirs and assigns.

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

Signed, sealed and delivered in presence of

Mrs Annie J. Hess [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of July, A. D. 1911, before me,

A. J. Flynn a Notary Public in and for said County and State, came

Annie J. Hess, a widow 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 1915, 1915.

Filed for Record on the 14 day of July, A. D. 1911, at 4:30 o'clock P.M.

Floyd L. Lawrence, Register of Deeds.
Deputy.

This mortgage is not valid until the original instrument is filed for record in the office of the Register of Deeds, and the mortgagee is notified in writing of the filing of the original instrument.

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Recorded July 21 1911

Floyd L. Lawrence
Register of Deeds

C. M. W. Danvers
Deputy