

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas

This Indenture, Made this fifth day of July in the year of our Lord one thousand nine hundred and eleven between B.W. Sellards, and Winnifred Sellards, his wife, of Curlingame in the County of Osage and State of Kansas, of the first part, and

M. H. Wright of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of fifteen hundred (\$1,500) 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, 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 number two (2) of block number nine (9) of University Place Addition to the City of Lawrence, Kansas.

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

B.W. Sellards and do 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 fifteen hundred (\$1,500) DOLLARS,

according to the terms of ten certain promissory notes this day executed by the said

B.W. Sellards and Winnifred Sellards to the said party of the second part, said note being given for the sum of fifteen hundred (\$1,500) DOLLARS,

dated July 5, 1911, due and payable in five year or from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$45.00 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 party 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 at least fifteen hundred (\$1,500) 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, her 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 party of the second part, her 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 of the second part, making such sale, on demand to the said M. H. Wright 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

B.W. Sellards [SEAL]

Winnifred Sellards [SEAL]

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 12 day of July A. D. 1911, before me,

A. Gullman a Notary Public in and for said County and State, came B.W. Sellards and Winnifred Sellards, his wife, 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.

A. Gullman Notary Public.

My Commission Expires Dec 24 1911.

Filed for Record on the 28 day of July A. D. 1911 at 11:20 o'clock A. M.

Cloyd L. Lawrence Register of Deeds.
R. M. M. Cornell Deputy.

See Return See Book 57 Page 220

For Record of Mortgages see the Official Mortgages and the Mortgages herein described having been paid in full, this Indenture is hereby released and the parties are discharged from all obligations hereunder. A. D. 1912.

Recorded July 9 1912
J. H. T. M. B. 1