

MORTGAGE RECORD.

The County, Lawrence, Kansas.

This Indenture, Made this 2nd day of September in the year of our Lord one thousand nine hundred Eleven (1911) between May Phillips, an unmarried woman of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Frank E. Banks of the second part:

WITNESSETH, That the said part g of the first part, in consideration of the sum of Two Thousand and no (\$2000) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said part g 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 One hundred Seventy (170) on Ohio Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part g of the first part therein. And the said May Phillips, an unmarried woman 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 Two Thousand and no DOLLARS, according to the terms of a certain promissory note... this day executed by the said May Phillips

to the said part g of the second part; said note being given for the sum of Two Thousand and no DOLLARS, dated September 2nd 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 170 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 g 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 Two Thousand and no 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 g 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 g of the second part, and all sums paid by the part g of the second part for insurance, shall be due and payable or not, at the option of the part g of the second part; and it shall be lawful for the part g of the second part... the 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 g 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 g making such sale, on demand to the said May Phillips her heirs and assigns.

IN TESTIMONY WHEREOF, The said part g 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 Ms May Phillips [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of September, A. D. 1911, before me, H. E. Benson, a Notary Public in and for said County and State, came

May Phillips, an unmarried woman 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. H. E. Benson, Notary Public.

My Commission Expires July 27th 1912.

Filed for Record on the 5 day of Sept, A. D. 1911, at 4:5 o'clock... M.

Floyd L. Lawrence, Register of Deeds.
Deputy.

This Indenture is subject to the original instrument...
The mortgage herein described having been paid in full, this 5th day of September, 1911, the same is hereby discharged. As witness my hand this 5th day of September, 1911.

Recorded - Sept 30th 1911
By Wm. L. Lawrence
Clerk of Deeds
Lawrence, Kan.
(For assignment see Book 48 Page 46 of 47)

Recorded Dec 13th 1911
(For assignment see Book 48 Page 509)

This mortgage is subject to the original instrument...
The mortgage herein described having been paid in full, this 5th day of September, 1911, the same is hereby discharged. As witness my hand this 5th day of September, 1911.