

MORTGAGE RECORD.

This Indenture, Made this 2nd day of August in the year of our Lord one thousand nine hundred Eleven (1911) between Edward Hope and Lela M. Hope, his wife, of Tamawac in the County of Douglas and State of Kansas, of the first part, and

Mary B. Clarke

of the second part:

WITNESSETH, That the said part. 12 of the first part, in consideration of the sum of

WITNESSETH, that the said part two of the first part, in consideration of the sum of Two Thousand Six Hundred (\$2600.00) and No. 100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha 272 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 Eleven (11) in Block Twenty-three (23) of Simlans Addition
to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Edward Hope
and Lela M. Hope, his wife, do hereby covenant and agree that at the delivery hereof they are 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 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 Four Thousand Six Hundred and No/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said parties of the first part

to the said party of the second part; said note being given for the sum of Two Thousand Six Hundred and
90/100 DOLLARS.

dated August 2nd 1911 due and payable in Five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$7500 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 parties 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/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 also the sums at the expense of the party of the first part, such taxes and accruing penalties, interest and costs, and insurance, shall, from the date of the making of this mortgage, be paid by the party of the first part, and shall be paid by the party of the second part, after the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall be paid by the party of the second part, in annual. 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 party....of the second part, and all sums paid by the party....of the second part for insurance, shall be due and payable or not, at the option of the party....of the second part; and it shall be lawful for the party....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 party....making such sale, on demand to the said John G. McKee his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Edward Hope [SEAL]
Lela M. Hope [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of August, A. D. 1911, before me, _____
_____, a Notary Public in and for said County and State, came _____

Lela M. Hope, wife of Edward Hope
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 November 8 1914.. Frank E. Banks Notary Public.

Signature of Director _____ day of _____ at _____ Mo. _____

Register of Deeds

Deputy

State of Texas, Harris County, SS. Be it Remembered that on the August A.D. 1911 before me Jake H. Sam, a Notary Public in and for said County came Edward Hope, husband of Lela M. Hope, to me personally known to be the who executed the foregoing instrument of writing and duly acknowledged the same, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my on the day and year last above written.
My commission expires June 1st, 1911. (SEAL) Jake H. Sam, Notary Public.
RECORDED SEPTEMBER 6, 1911 AT 10.02 A.M. 1-2

Notary Public.
Floyd L. Lawrence
Register of Deeds.

the whole herein described having been paid in full, this receipt is hereby released and the instrument is endorsed on the original instrument)

As witness my hand this 17th day of December, 1917.

Dec 13th 1966

Flora Lawrence

Register of Deeds
Vol. 6: 9 Feb 1864

(For assignments see Book 48, Page 509)

Peoples State Bank Form