

# MORTGAGE RECORD.

756-01010-1 07/20/00-2 0000

This Indenture, Made this eighteenth day of October in the year of our Lord one thousand nine hundred and Eleven between H. G. Dias and Vera Dias, his wife of Lawrence In the County of Douglas and State of Kansas, of the first part, and F. A. Anderson

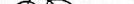
Eight hundred (\$800.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do ..... grant, bargain, sell and mortgage to the said  
part 4 of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas,  
described as follows, to wit: Lot number twelve (12) in Block number three  
(3) of Haskell Place, an addition to the City of Lawrence, Kansas

with the appurtenances, and all the estate title and interest of the said part 2<sup>nd</sup> of the first part therein. And the said W. F. Dias and Cora Dias his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Eight hundred 700 (\$800 00) DOLLARS, according to the terms of 2 certain promissory note... this day executed by the said W. F. Dias and Cora Dias his wife to the said part 4 of the second part; said note being given for the sum of Eight hundred 700 (\$800 00) DOLLARS.

dated, October eighth 1911, the sum of \_\_\_\_\_ dollars, \$ \_\_\_\_\_, 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 \_\_\_\_\_ coupons of \_\_\_\_\_ dollars each thereto attached. And this conveyance shall be void if such payment be made 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 as long as thereon \$1000.00 will pay for insurance \_\_\_\_\_ DOLLARS, insured in favor of the said mortgagee, in the sum of Eight hundred (\$800.00) dollars for said insurance \_\_\_\_\_ 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 parties 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 part \_\_\_\_\_ 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 \_\_\_\_\_ making such sale, on demand to the said H. J. Davis \_\_\_\_\_ heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part ha<sup>re</sup> hereunto set their hand<sup>s</sup> and seal<sup>s</sup> the day and year last above written

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20th day of October, A. D. 1911, before me, \_\_\_\_\_  
 \_\_\_\_\_ a Notary Public in and for said County and State, came

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 May 21 1957

Filed for Record on the 20 day of Oct A. D. 1911 at 9<sup>30</sup> o'clock A. M.

Floyd L. Lawrence, Register of Deeds.  
Deputy.

(The following is endorsed on 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 14th day of April A. D. 1912.

1444 /

Attest: -  
G. R. Grant.

Recorded Phil 99" 1913

*Wm. L. Garrison*  
Register of Mass.  
*P. M. McConnel Sept. 7.*

Recorded Nov-4 1964