

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this First day of November in the year of our Lord one thousand nine hundred and Eleven between Lesley DeForest and Martha A. DeForest (wife) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and F. P. Gardner of Valley Falls of the second part:

Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 Two (2) Block Number Sixteen (16) Lane
Place Addition to the City of Lawrence Douglas County,
Kansas.

with the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said Lesley DeForest and Martha A. DeForest 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 Three Thousand DOLLARS,

according to the terms of one certain promissory note... this day executed by the said Lesley DeForest and Martha A. DeForest to the said part of of the second part; said note being given for the sum of Three Thousand DOLLARS,

dated November 1, 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 coupons of 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 and 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 one 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, and 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 of the second part, and 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 making such sale, on demand to the said Lesley DeForest heirs and assigns.

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

Signed, sealed and delivered in presence of Lesley DeForest [SEAL] Martha A. DeForest [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this First day of November A. D. 1911, before me, John M. Newlin a Notary Public in and for said County and State, came

Lesley DeForest and Martha A. DeForest 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 March 1, 1915 John M. Newlin Notary Public.

Filed for Record on the 4 day of December A. D. 1911, at 3:30 o'clock P.M. W. L. Lawrence Register of Deeds. Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 21 day of Sept 1911

F. P. Gardner

ATTEST:

W. L. Lawrence Register of Deeds

Peoples State Bank Form