

MORTGAGE RECORD.

This Indenture, Made this 15th day of January In the year of our Lord one thousand nine hundred and twelve between J. L. High and Eva J. High husband and wife of Portland in the County of Multnomah and State of Oregon of the first part, and Simon R. Whis, Lawyer, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Hundred and Fifty (\$350.00) 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 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: lots Nos. Twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), and twenty (20) in Block No. Twenty One (21) in University Park Annex, a plan of which was filed for record in the Registry Office of Douglas County Kansas in Plat Book No. Two (2), on Dec. 27th 1896 being laid on a part of the N E 1/4 Sec 1, Twp 13, Range 19, and now adjoining the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. L. High and Eva J. High 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 Three Hundred and Fifty (\$350.00) DOLLARS, according to the terms of one certain promissory note, this day executed by the said

Parties of the first part to the said part of the second part; said note being given for the sum of Three Hundred and Fifty (\$350.00) DOLLARS, dated January 15th 1912 due and payable in three years from date thereof with interest thereon from the date thereof until paid according to the terms of said note and one coupons of 16 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 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 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, its 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, 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 of the second part, the making such sale, on demand to the said Parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of E. H. Conner and J. L. High Martha Jensen as atty for J. L. High J. L. High Eva J. High (SEAL) (SEAL)

State of Oregon County, ss. Multnomah

BE IT REMEMBERED, That on this 15th day of January, A. D. 1912, before me, E. H. Conner a Notary Public in and for said County and State, came

J. L. High and Eva J. High his wife to me personally known to be the same persons 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 Sept 17 E. H. Conner Notary Public. foreign

Filed for Record on the 22 day of Jan A. D. 1912 at 4 o'clock P.M. Wayne L. Lawrence Register of Deeds. Deputy.

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, Multnomah County, Oregon, on January 16, 1912, at 4 o'clock P.M. 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 16th day of January, A. D. 1912.

Recorded - January 22, 1912
Wayne L. Lawrence
Register of Deeds

When Assignment taken Book 48 Page 5-281

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, Multnomah County, Oregon, on January 16, 1912, at 4 o'clock P.M. 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 16th day of January, A. D. 1912.

Recorded - July 16, 1912