

MORTGAGE RECORD.

THE GASTON LAWYER, KANSAS

This Indenture, Made this Fourth day of April in the year of our Lord one thousand nine hundred and Twelve, between Laura Graeber (a single woman) of Lawrence in the County of Douglas and State of Kansas, of the first part, and G. L. Cox (Executor) of the second part:

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of Two Thousand DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has granted, 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 Fourteen (14) and Twenty-one (21) except a strip thirty four feet (34) wide off the North side of said lots and City Fifteen (15) and Twenty (20) except a strip seven (7) feet wide off the South side of said lots all of above lots in Block seventeen (17) Block Enlarged Addition to the City of Lawrence, Douglas County, Kansas Being a frontage on Massachusetts and Vermont Streets of One hundred and nine (109) feet.

with the appurtenances, and of the estate, title and interest of the said part 4 of the first part therein. And the said

Laura Graeber do her hereby covenant and agree that at the delivery hereof she is 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 DOLLARS,

according to the terms of one certain promissory note this day executed by the said

to the said part 4 of the second part; said note being given for the sum of

Two Thousand DOLLARS, dated April Fourth 1912, 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 ten coupons of eighty 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 4 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 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part 4 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 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 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 4 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 4 making such sale, on demand to the said Laura Graeber heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part has hereunto set her hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

Laura Graeber [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4 day of April A. D. 1912, before me, John M. Newlin a Notary Public in and for said County and State, came



Laura Graeber 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 10 1915 John M. Newlin Notary Public.

Filed for Record on the 5 day of April A. D. 1912 at 10:20 o'clock A.M.

Thos 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 9th day of April A. D. 1912

Attest: W. C. Appleby Register of Deeds.

Recorded April 9th 1912

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