

# MORTGAGE RECORD.

This Indenture, Made this 6<sup>th</sup> day of April in the year of our Lord one thousand nine hundred & thirteen between Andrew J. Martin and  
Sue E. Martin husband and wife  
of Lawrence in the County of Dodge and State of Kansas, of the first part, and

WITNESSETH, That the said part two of the first part, in consideration of the sum of Two Hundred Seventy five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha U.S. sold, and by these presents do.....grant, bargain, sell and mortgage to the said part 4.....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: lots 8, 9 and 10 in Addition 10 North Lawrence, in the City of Lawrence,


with the appurtenances, and all the estate, title and interest of the said parties, of the first part therein. And the said Andred J. Martin and Lucie C. Martin do hereby covenant and agree that at the delivery hereof they 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 Two Hundred Seventy five DOLLARS,

according to the terms of One certain promissory note this day executed by the said  
Andrew J. Martin and Lucca & Martin  
to the said part 4<sup>th</sup> of the second part; said note being given for the sum of  
Two Hundred Twenty-five DOLLARS,  
dated January 18th 1914, 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 10 coupons of 25<sup>cts</sup> dollars each there  
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  
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 mortgage, in the sum of Three thousand DOLLARS, in some insurance company satisfactory to said mortgage, 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 1st of the second part, and the expenses of such taxes and accruing penalties, interest and costs, and insurance, shall, from the date of payment, 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 1st of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the second part; and it shall be lawful for the part 1st of the second part, this 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 1st of the second part, his 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 1st making such sale, on demand to the said parties of the said last part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part cells of the first part ha ve hereunto set their hands and seals the day and year last above written.

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 15th day of April, A. D. 1917, before me,


 A. J. Flynn, a Notary Public in and for said County and State, came  
 Andrew J. Martin and Lucia E. Martin 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 April 10 1945  
 day of April A. D. 1945 at 10<sup>30</sup> o'clock 9 A.M.

Filed for Record on the 8 day of April A. D. 1912 at 12 o'clock P.M.  
Floyd L Lawrence Register of Deeds  
Deputy