

MORTGAGE RECORD.

This Indenture Made this 13th day of April in the year of our Lord one thousand nine hundred & twelve between Charlotte E. Dunigan and George F. Dunigan her husband of Douglas County of Kansas and State of Kansas, of the first part, and Laurence L. Lawrence of the second part:

WITNESSETH, That the said party first of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargained, 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: The North East Quarter Section Fourteen (14) in Township (13) Range Nineteen (19) containing 160 Acres more or less

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charlotte E. Dunigan and George F. Dunigan 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 Fifteen hundred DOLLARS,

according to the terms of one certain promissory note... this day executed by the said Charlotte E. Dunigan and George F. Dunigan to the said part 4 of the second part; said note being given for the sum of Fifteen hundred DOLLARS, dated Laurence L. Lawrence, Kansas, April 13, 1912, due and payable in two year-5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of forty five 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 1st 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 be not kept or 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, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part 4 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 cost 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 parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year last above written. Signed, sealed and delivered in presence of

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of April, A. D. 1912, before me,



J. F. Henn a Notary Public in and for said County and State, and Charlotte E. Dunigan and George F. Dunigan her husband 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 10th 1915

Filed for Record on the 15 day of April, A. D. 1912 at 3 o'clock P. M.

Laurence L. Lawrence Register of Deeds. Deputy.

The fee herein is confined to the original instrument. The same being a duplicate of the original instrument in 1912, no fee is charged. As witness my hand this 19th day of April, A. D. 1912.

Recorded April 19 1912
Laurence L. Lawrence
Register of Deeds

ATTEST:

Recorded April 16 1912