

MORTGAGE RECORD.

To the Clerk, Lawrence, Kansas.

This Indenture, Made this Seventeenth day of April in the year of our Lord one thousand nine hundred and Twelve between George W. Barkley and Clara Barkley (wife of Lawrence) in the County of Douglas and State of Kansas, of the first part, and Charles Ochle of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred 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 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 One hundred and forty seven (147) East West half (1/2) of Lot One hundred and forty nine (149) in Block 9, Sub (3) on Locust Street in that part of the City of Lawrence known as North Lawrence.

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said George W. Barkley and Clara Barkley do hereby covenant and agree that at the delivery hereof they 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 Four Hundred DOLLARS,

according to the terms of one certain promissory note... this day executed by the said George W. Barkley and Clara Barkley to the said part of of the second part; said note being given for the sum of Four Hundred DOLLARS, dated April 17, 1912 due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of fourteen dollars each therein 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 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 Four hundred 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 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, as by law, appraisement hereby waived or not at the option of the part of 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 of making such sale, on demand to the said George W. Barkley heirs and assigns.

IN TESTIMONY WHEREOF, The said part of 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

Geo. H. Barkley [SEAL]
Clara Barkley [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17 day of April A. D. 1912, before me,

John M. Newlin a Notary Public in and for said County and State, came Geo. H. Barkley and Clara Barkley 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 1913 John M. Newlin Notary Public.

Filed for Record on the 18 day of April A. D. 1912 at 11 o'clock a.m.
Floyd L. Lawrence Register of Deeds.
Deputy.

This document is subject to the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same thereby freed and discharged. As witness my hand and seal this day of April, A. D. 1912.

Recorded - June 1, 1912
Floyd L. Lawrence
Register of Deeds
Chas. Ochle