

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this 20th day of April in the year of our Lord one thousand nine hundred & twelve, between R. K. Doolittle & Ella H. Doolittle, husband and wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and C. Tucker of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Ten 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 2d of the second part, their 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 East 39 acres of the South East quarter of the South East Quarter Section Thirty one (31) Township Thirteen (13) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part herein. And the said R. K. Doolittle & Ella H. Doolittle hereby covenant and agree that at the delivery hereof they are 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 Ten hundred DOLLARS,

according to the term of one certain promissory note, this day executed by the said R. K. Doolittle & Ella H. Doolittle to the said part 2d of the second part; said note being given for the sum of Ten hundred DOLLARS, dated Lawrence, Kans, April 20, 1912 due and payable in ten years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of thirty 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, interest 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 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 2d 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 2d of the second part; and it shall be lawful for the part 2d 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, appraisement hereby waived or not at the option of the part 2d 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 2d making such sale, on demand to the parties of the first part, their heirs and assigns.

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

R. K. Doolittle [SEAL]
Ella H. Doolittle [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20th day of April, A. D. 1912, before me,

A. F. Flinn

a Notary Public in and for said County and State, came R. K. Doolittle & Ella H. Doolittle, husband and wife 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 April 10th 1915 A. F. Flinn Notary Public.

Filed for Record on the 20 day of April, A. D. 1912 at 1:35 o'clock P.M.

Floyd L. Lawrence, Register of Deeds.
Deputy.

of our Lord one thousand
1912

of the first part, and

of the second part:

in consideration of the sum of

DOLLARS,

and mortgage to the said

of the North

Section (13)

of the

Section

Range Twenty

do

and indefeasible estate of

whatsoever. This grant is

DOLLARS,

year from date

of the said part

DOLLARS,

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

of the second part, and

In consideration of full pay-
ment of the within mortgage I
hereby release the same this
3rd day of May 1917

C. Tucker

ATTES-
TED
Ella H. Doolittle

being [SEAL]
being [SEAL]

of State, came
husband and wife
acknowledged the execution
year last above written.

Notary Public.

a

M.

Register of Deeds.

Deputy.

Peoples State Bank Form