

## MORTGAGE RECORD.

This Indenture, Made this 27th day of June in the year of our Lord one thousand nine hundred and twelve between J. L. Varnum and Mabel Varnum, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

WITNESSETH, That the said part les of the first part, in consideration of the sum of Thirty hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: Commencing at the north east corner of the south east quarter of Section 29 Township 2 S Range 24 E Thence North 30° 15' 30" West 100 rods, Thence West 53 1/2 rods, Thence North to the north line of Sec 32 Thence west to the north corner of Lot 26, in said Sec 32 on the Bank of the Kansas River 10.38 chains, Thence South 69° E 6.47 chains, Thence South 74° 45' East 1.54 chains, Thence southeasterly down the bank of said River to the east line of said Lot 26 of Sec 32, Thence North along the East side of said Sec 32 to the place of beginning, less one acre more or less in extreme west end of said Lot 26, claimed to Peter H. Hake and Julia H. Hake, his wife, said Sec 32 being recorded in Deed Book 81 page 47 of records of said County, also commencing 17.50 feet west of the south east corner of said south east quarter of said Sec 29; Thence North 66° 00' East 31.13 feet, Thence South 66° 00' East 26.14 feet to place of beginning reserving a right of way for public use 30 feet wide along the north line of said parcels of land in Section 29

with the appurtenances, and all the estate, title and interest of the said part les of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are 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 Thirty Hundred DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part

to the said part y of the second part; said note being given for the sum of Thirty Hundred DOLLARS, dated June 27-1912, 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 five coupons of ninety 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 les 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 Thirty 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 les of the first part, and the expense of such taxes and accruing penalties, interests and costs, 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale, on demand to the said parties of the first part les heirs and assigns.

IN TESTIMONY WHEREOF, The said part les 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

J. L. Varnum [SEAL]  
Mabel Varnum [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 27th day of June A. D. 1912 before me,

Bertha L. Zimmerman a Notary Public in and for said County and State, came

J. L. Varnum and Mabel Varnum, 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.

Bertha L. Zimmerman Notary Public.

My Commission Expires Dec 29 1915

Filed for Record on the 28 day of June A. D. 1912 at 10:45 o'clock, A. M.

Floyd L. Lawrence, Register of Deeds,  
Deputy.

This instrument is indexed as the original instrument. Thereafter herein described having been paid in full, this mortgage is hereby released and the same shall be discharged. As witness my hand this 27th day of June, A. D. 1912.

Recorded June 29th 1912  
Floyd L. Lawrence  
Register of Deeds  
Douglas County, Kansas