

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this Twenty ninth day of July In the year of our Lord one thousand nine hundred and twelve between The Church of God and Saints of Christ by its trustees of Lawrence in the County of Kansas and State of Kansas, of the first part, and President of Board of Trustees Kansas Yearly Meeting of Friends of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three 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, 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 thirty nine (139) New Jersey Street in the City of Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Church of God and Saints of Christ do hereby covenant and agree that at the delivery hereof they are the lawful owner^s of the premises above granted and seized of a good and indefensible 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 Three hundred DOLLARS,

according to the terms of one certain promissory note Three hundred this day executed by the said Church of God and Saints of Christ to the said part 2d of the second part; said note being given for the sum of Three hundred DOLLARS, dated July 29th 1912, due and payable in Three year^s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 2d coupons of ten dollars each thereon 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 1st 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 Three 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 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 wholly 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 of the second part, making such sale, on demand to the said Church of God and Saints of Christ heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hand^s and seal the day and year last above written.

Signed, sealed and delivered in presence of

Witness MarkHenrietta FergusonState of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of July, A. D. 1912, before me, John M. Newlin, a Notary Public in and for said County and State, came

John Lutz, Wesley Kane, Allen Copeland

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 1915 John M. Newlin, Notary Public.Filed for Record on the 20 day of July, A. D. 1912 at 4³⁵ o'clock P.M. Floyd L. Lawrence, Register of Deeds.
Deputy.

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This document is entered on the official instrument
The state hereby declares that in full, this mortgage
has been created and discharged. As witness my hand this 29th day of July 1912
C. H. Tucker
Register of Deeds

Recorded Jan 2 1917
Floyd L. Lawrence
Register of Deeds