

MORTGAGE RECORD.

The Gazette of the State of Kansas.

This Indenture, Made this first day of August in the year of our Lord one thousand nine hundred and twelve between Annie Beatty Oliver a widow of Boulder in the County of Boulder and State of Kansas, of the first part, and

of the second part: WITNESSETH, That the said part 4 of the first part, in consideration of the sum of Four Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, 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:

Begin at a point 340 feet South of the South East Corner of Block 7, Babcock's Addition, City of Lawrence, thence South 300 feet, thence West 250 feet, thence North 300 feet, thence East 250 feet to place of beginning

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said

part 4 of the first part hereby covenant and agree that the delivery hereof she 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 she 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 a certain promissory note this day executed by the said

Annie Beatty Oliver to the said part 4 of the second part; said note being given for the sum of Four hundred DOLLARS,

dated Lawrence, Kans. Aug. 1, 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 ten coupons of fourteen 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 4 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 ... 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 4 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 4 of the second part, and all sums paid by the part 4 of the second part... 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 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 costs 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 part 4 of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part has hereunto set her hand and seal... the day and year last above written.

Signed, sealed and delivered in presence of Howard Williams Annie Beatty Oliver [SEAL]
Edwin Finch [SEAL]

State of Kansas, Caldero County, ss.

BE IT REMEMBERED, That on this 9th day of August, A. D. 1912, before me,

Charles C. Bromley

Charles C. Bromley a Notary Public in and for said County and State, came

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 Charles C. Bromley Notary Public.

Filed for Record on the 12 day of Aug A. D. 1912 at 10:30 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 12th day of August 1912.

Recorded Jan 2 - 1917

Floyd L. Lawrence

Register of Deeds

Geo. C. Nagel