

MORTGAGE RECORD.

This Indenture, Made this 30th day of August In the year of our Lord one thousand nine hundred twelve between Frances Eleanor M^cCurdy a single woman 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 4th of the first part, in consideration of the sum of Fifteen 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 4th of the second part, her 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:

Lots No. 52, 54, 56, 58, 60, 62, 64, 66 on Pinebush Street
Lots No. 152, 154, 156, 158, 160, 162, 164, 166 on Alabama Street
Lots No. 151, 153, 155, 157, 159, 161, 163, 165 on Illinois Street and Begin at the
South West Corner of Block 1 Lane Place thence East 250 feet, thence North 74
feet, thence West 250 feet thence South 74 feet to place of beginning, in
the City of Lawrence.

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

Frances Eleanor M^cCurdy do ce hereby covenant and agree that at the delivery hereof she is 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 Fifteen Hundred DOLLARS,

according to the terms of one certain promissory note... this day executed by the said

Frances Eleanor M^cCurdy

to the said part 4th of the second part; said note being given for the sum of Fifteen hundred DOLLARS,

dated Lawrence, Kans Aug 30/12, 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 52.90 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 4th 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, interests and costs, and insure the same at the expense of the part 4th 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 4th of the second part, and all sums paid by the part 4th of the second part for insurance, shall be due and payable or not, at the option of the part 4th of the second part; and it shall be lawful for the part 4th of the second part, its 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 4th of the second part, its 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 4th making such sale, on demand to the said part 4th the first part, its heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4th 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 Frances Eleanor M^cCurdy [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of August A. D. 1912, before me,

G. J. Flinn

a Notary Public in and for said County and State, came

Frances Eleanor M^cCurdy a single woman 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.

G. J. Flinn Notary Public.

My Commission Expires April 10/14 1915

Filed for Record on the 30 day of Aug A. D. 1912 at 8 o'clock P.M.

Floyd L Lawrence Register of Deeds.
Deputy.

The following is returned on the original instrument:
Thereto herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. As witness my hand this 30th day of August A. D. 1912

C. H. Tucker

Recorded June 24 1914

Floyd L Lawrence

Register of Deeds

No. 6 West 1st St

Recorded May 20 1915

Floyd L Lawrence

Register of Deeds

No. 6 West 1st St