

MORTGAGE RECORD.

This Indenture, Made this Twenty-fifth day of August in the year of our Lord one thousand nine hundred and twelve between E. H. Sellards and Winnie Sellards (wife) of Burlington in the County of Osage and State of Kansas, of the first part, and Alice Nolan of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Twelve 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 one 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: Lot No Nine (9) Block No Eight (8) University Place An Addition to the City of Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part two of the first part therein. And the said E. H. Sellards and Winnie Sellards do hereby covenant and agree that at the delivery hereof they 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 Twelve Hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by the said E. H. Sellards and Winnie Sellards to the said part one of the second part; said note being given for the sum of Twelve Hundred DOLLARS, dated August 25 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 36 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 two 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 Twelve 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 two 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part one of the second part, or 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 one making such sale, on demand to the said E. H. Sellards heirs and assigns.

IN TESTIMONY WHEREOF, The said part two 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

E. H. Sellards [SEAL]
Winnie Sellards [SEAL]

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 4 day of September A. D. 1912, before me,

J. E. Burke

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 Oct 5th 1915 J. E. Burke Notary Public.

Filed for Record on the 5 day of Sept A. D. 1912 at 10:00 o'clock AM.

Thos L Lawrence Register of Deeds.
Deputy.

This instrument is subject to the original instrument in the office of the Register of Deeds, and the mortgage is hereby released and the mortgage is hereby acknowledged. As Witness my hand and seal this 25th day of August, A. D. 1912.

Recorded March 23, 1915
E. H. Sellards
Winnie Sellards