

MORTGAGE RECORD.

This Indenture, Made this 21st day of September In the year of our Lord one thousand nine hundred & twelve between Simcon Elliott and Louisa Eliot, 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 1st of the first part, in consideration of the sum of Twentieth hundred thirty five 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 2nd 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:

Lots No. 142 and 144 on New York Street, City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Simcon Eliot and Louisa Eliot do 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 Twentieth hundred thirty five DOLLARS, according to the terms of one certain promissory note, this day executed by the said

Simcon Eliot and Louisa Eliot to the said part 2nd of the second part; said note being given for the sum of Twentieth hundred thirty five DOLLARS, dated Lawrence, Kansas Sept 21-1912 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 40 100 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 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 Twenty 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 1st 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 2nd of the second part; and it shall be lawful for the part 2nd 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 2nd 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 2nd of the second part, making such sale, on demand to the said part 1st of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seals, the day and year last above written. Signed, sealed and delivered in presence of

Simcon Eliot [SEAL]
Louisa Eliot [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 21st day of September, A. D. 1912, before me,

D. O. Asher a Notary Public in and for said County and State, came

Simcon Eliot and Louisa Eliot to me personally known to be the same persons 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 Mar 11 1916. D. O. Asher Notary Public.

Filed for Record on the 21st day of Sept A. D. 1912, at 3⁰⁰ o'clock P. M.

Walter S. Lawrence Register of Deeds.
R. M. M. Connell Deputy.

(This folio is endorsed on the original instrument.)
Wherein herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 21st day of September A. D. 1912.

Recorded July 28 1912.
Walter S. Lawrence
Register of Deeds
R. M. M. Connell
Deputy

(The following is endorsed on the original instrument.)
This mortgage herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 21st day of September A. D. 1912.

(For Assignment see Book 54, Page 261)
Recorded Oct 10th 1912
Walter S. Lawrence
Register of Deeds
R. M. M. Connell
Deputy