

MORTGAGE RECORD.

This Indenture, Made this 31st day of October in the year of our Lord one thousand nine hundred 1912, between E. F. Arnold, and Maud M. Arnold, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. F. Emery of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Eighteen hundred & 75/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have voluntarily sold, and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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: The South half (1/2) Lot Eight (8) and the North half (1/2) of Lot Ten (10) on Massachusetts Street in the 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 E. F. Arnold and Maud M. Arnold, his wife 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 Eighteen hundred DOLLARS,

according to the terms of one certain promissory note... this day executed by the said E. F. Arnold and Maud M. Arnold to the said part 2^d of the second part; said note being given for the sum of Eighteen hundred & 75/100 DOLLARS,

dated October 31st 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 coupons of five 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 not less than Eighteen hundred & 75/100 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 2^d of the second part, and all sums paid by the part 2^d of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the first part; and it shall be lawful for the part 1st of the first 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 1st of the first 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, they the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1st making such sale, on demand to the said E. F. Arnold heirs and assigns.

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

Signed, sealed and delivered in presence of E. F. Arnold [SEAL] Maud M. Arnold [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on the 1st day of November A. D. 1912, before me, Thomas



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

E. F. Arnold and Maud M. Arnold, his wife 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 September 19th 1914 Thomas Harley Notary Public.

Filed for Record on the 2^d day of Nov. A. D. 1912, at 10¹⁰ o'clock A. M.

Alfred L. Lawrence Register of Deeds.
R. M. McDaniel Deputy.

This Indenture is intended as the original instrument. The note herein described having been filed in full, the same is hereby released and the same is hereby certified discharged. As witness my hand this 31st day of October A. D. 1912.

Recorded Nov. 6th 1912

Register of Deeds.
Alfred L. Lawrence
Wm. L. Wright