

MORTGAGE RECORD.

The State of Kansas, Lawrence, Kansas.

This Indenture, Made this 15th day of November in the year of our Lord one thousand nine hundred twelve between C. E. Collins and Matis C Collins husband and wife of Lawrence in the County of Kansas and State of Kansas, of the first part, and C. H. Ducker of the second part:

Witnesseth, That the said part us 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 you 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: Beginning at a point on the west line of New York Street 300 feet south of the south line of Adams Street thence West 177 feet to the alley thence south to the north line of Morris Street thence East to the West line of New York Street thence North to the point of beginning in the City of Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they are 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 Twelve hundred

to the said part you of the second part; said note being given for the sum of Twelve hundred DOLLARS, dated Lawrence Kans Nov 15 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 thirty six 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 us 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 us 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 or renewed, 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 you of the second part, and all sums paid by the part us of the first part for insurance, shall be due and payable or not, at the option of the part you of the second part; and it shall be lawful for the part you of the second part for 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 you of the second part... 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 you of the second part... making such sale, on demand to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part us 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 C. E. Collins [SEAL] Matis C. Collins [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15 day of November, A. D. 1912, before me, G. F. Flynn a Notary Public in and for said County and State, came C. E. Collins and Matis C. Collins husband and wife 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. G. F. Flynn Notary Public.

My Commission Expires April 10th 1915.

Filed for Record on the 15 day of Nov A. D. 1912 at 3¹⁰ o'clock P. M. Floyd L Lawrence Register of Deeds. Deputy.

This document is subject to the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 15 day of Nov A. D. 1912. C. H. Ducker

Recorded May 9 1914 Floyd L Lawrence Lawrence Register of Deeds.

Peoples State Bank Form