

MORTGAGE RECORD.

THE GASTON LAWRENCE KANSAS

This Indenture, Made this 23rd day of December in the year of our Lord one thousand nine hundred twelve between Oscar E. Searnard and Lola E. Searnard, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

P. H. Tucker

WITNESSETH, That the said part two of the first part, in consideration of the sum of

Three Thousand

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 (S 1/2) of lot twenty eight (28) Massachusetts street, in the City of Lawrence

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

parties of the first part

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 Three Thousand

DOLLARS,

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

parties of the first part

to the said party his of the second part; said note being given for the sum of

Three Thousand

DOLLARS,

dated Lawrence Kans. Dec 23 / 1912

due and payable in

five

year-3 from date

thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of ninety dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons hereto 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

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 parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the second part, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part two of the first part have hereunto set their hands and seal 5 the day and year last above written.

Signed, sealed and delivered in presence of

Oscar E. Searnard
Lola E. Searnard

[SEAL]

[SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23 day of December A. D. 1912, before me,

W. S. E. Plank

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

Oscar E. Searnard and Lola E. Searnard, 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

W. S. E. Plank

Notary Public.

My Commission Expires December 11 1913.

Filed for Record on the 23 day of Deci

A. D. 1912 at 10²⁴ o'clock P.M.

Bloyed L. Lawrence, Register of Deeds.
R. M. McConnell, Deputy.

Peoples State Bank Form