

MORTGAGE RECORD.

This Indenture, Made this 7th day of January in the year of our Lord one thousand nine hundred thirteen between George Ecke and Cora Ecke husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Fidelity Trust Company of Kansas City, Missouri of the second part:

WITNESSETH, That the said part. 40 of the first part, in consideration of the sum of

WITNESSETH, That the said part. Us of the first part, in consideration of the sum of Three thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and convey unto the said part. 4 of the second part, its successors or assigns here 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 thirty (30) feet of lot number fifty seven (57) on Massachusetts Street in the City of Lawrence, County of Douglas, State of Kansas.

with the appurtenances, and all the estate, title and interest of the said part as of the first part therein. And the said George Ecker and Clara Ecker 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 Five thousand DOLLARS.

According to the terms of Our certain promissory note... this day executed by the said George Ecker and Clara Ecker
to the said part Yr... of the second part; said note being given for the sum of Five Thousand DOLLARS.

dated January 1913, 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 10 coupons of 4.50 dollars each, thereto attached. And this conveyance shall be void if such payment is not made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of the first part hereby agreed...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 Fifteen 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 upon this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But in default of such payment, or any part thereof, or the taxes assessed on said premises or if the insurance is not kept up as aforesaid, then the said mortgage shall become absolute, and the whole principal with interest on all taxes and costs and charges of the said mortgagee for the same, together with the interest on the principal sum of money so advanced, shall be due and payable on or at the option of the part 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the second part; and it shall be lawful for the part 2nd of the second part, or the part 1st of the second part, or any part thereof, or any part thereof, in the manner prescribed by law, to appoint one or more 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 second part, the executor, 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 4th making such sale, on demand to the said John C. Owen & Sons heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part ha. ~~by~~ hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

State of Kansas,

BE IT REMEMBERED, That on this 7th day of January, A. D. 1913, before me,
A. J. Flynn, a Notary Public in and for said County and State, came

George Ecker and Cara Ecker, his wife
to me personally known to be the same person(s) 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 April 10th 1915.

Filed for Record on the 7 day of Jan A. D. 19 13 at 3 o'clock P. M.
Lloyd L. Lawrence Register of Deeds
Deputy

The following is endorsed on the original instrument.)

The note herein described having been paid in full, this mortgage is hereby released and it's then thereby created discharged. As witness my hand this 6 day of June, A. D. 1916

Recorded - July 6 - 1946

(For Assignment on Book 54 Page 33)

Accepted

for Accuracy.
Register of Deaths.
Geo. C. Webster

Peoples State Bank Form