

MORTGAGE RECORD.

This Indenture, Made this Tenth day of January in the year of our Lord one thousand nine hundred Twentieth between H. H. Hebock and Elizabeth F. Hebock, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Albert L. Cox, Executor of the Estate of David L. Davis, Deceased of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Ten Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part first 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 East line of Kearney Avenue Two Hundred Feet (200) North of the North line of Davis Street in the City of Lawrence, Produced, thence East Five Hundred (500) Feet, thence North Eighty (80) feet, thence West Five Hundred (500) feet, thence South Eighty Feet (80) to beginning all in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Parties of the first part they the lawful owner of the premises above granted and seized of a good and indefeasible estate of hereby covenant and agree that at the delivery hereof 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 Ten Hundred and no/100 DOLLARS,

according to the terms of one certain promissory note this day executed by the said H. H. Hebock and Elizabeth F. Hebock to the said part first of the second part; said note being given for the sum of Ten Hundred and no/100 DOLLARS, dated January 9th 1913 due and payable in Five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of thirty 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 first 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 one thousand dollars against fire and thunder and lightning 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 first 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 first of the second part, and all sums paid by the part first of the second part for insurance, shall be due and payable or not, at the option of the part first of the second part; and it shall be lawful for the part first 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 first 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 first of the second part, making such sale, on demand to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part first 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

H. H. Hebock [SEAL]
Elizabeth F. Hebock [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of January A. D. 1913, before me,

W. H. Hebock a Notary Public in and for said County and State, came H. H. Hebock and Elizabeth F. Hebock, 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 May 21 1914 W. H. Hebock Notary Public.

Filed for Record on the 15 day of January A. D. 1913 at 2:20 o'clock P.M.

David L. Lawrence Register of Deeds.
Deputy.

The following is a summary of the original instrument as recorded in the office of the Register of Deeds, State of Kansas, at Lawrence, Kansas, on the 15th day of January, 1913, at 2:20 P.M. The original instrument is on file in the office of the Register of Deeds, State of Kansas, at Lawrence, Kansas, and is subject to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas, and the Act of March 1, 1909, Chapter 102, Laws of Kansas.

Recorded: Sept. 6th 1914

Register of Deeds.

This instrument is Book 52 Page 329

Coupon Form

Standard Form

This instrument is returned on the original instrument

Recorded: Sept. 23rd 1914