

MORTGAGE RECORD.

This Indenture, Made this thirtieth day of January in the year of our Lord one thousand nine hundred thirteen between Wayne Steele Edwards and Raymond Frank Edwards, both unmarried of Lawrence in the County of Douglas and State of Kansas, of the first part, and D. H. Hills

of the second part: WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Five 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 2nd 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: South 10 feet of lot 10, all of lot 12, and the north 5 feet of lot 14 Rhodes Island street, Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st 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 owner... of the premises above granted and seized of a good and inalienable 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 hundred DOLLARS, according to the terms of one certain promissory note... this day executed by the said

parties of the first part to the said part 2nd of the second part; said note being given for the sum of _____ DOLLARS,

dated January 30 1913 due and payable in one year year, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of one dollar each thereon attached. And this conveyance shall be void if such payment be made as in said note and coupons thereon 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 _____ DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 insurances, 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 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 first part; and it shall be lawful for the part 1st of the first part, its heirs, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal, hereby waived or not at the option of the part 1st of the first part, its heirs, 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 1st of the first part, its heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seals, the day and year last above written. Signed, sealed and delivered in presence of

Wayne Steele Edwards [SEAL]
Raymond Frank Edwards [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of January, A. D. 1913, before me, the undersigned a Notary Public in and for said County and State, came

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Wayne Steele Edwards and Raymond Frank Edwards 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 Nov 16th 1915 Ed H. Sparr Notary Public.

Filed for Record on the 1st day of Feb A. D. 1913 at 9:30 o'clock A. M.

W. H. Lawrence, Register of Deeds.
_____, Deputy.

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:
C. C. Gibson Jan 31 1913
Received of Wayne Steele Edwards and Raymond Frank Edwards the within mortgage for \$200.00

Recorded Dec 11th 1915
Chas. D. L.