

# MORTGAGE RECORD.

377

This Indenture, Made this 25th day of February in the year of our Lord one thousand nine hundred & thirteen, between William J. Coleman and May R. Coleman husband and wife of Superior in the County of Nuckles and State of Kansas, of the first part, and C. H. Tucker of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty two 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 y 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:

Lot No 171 Vermont Street City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they 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 Twenty two hundred DOLLARS,

according to the terms of one certain promissory note... this day executed by the said William J. Coleman and May R. Coleman to the said part y of the second part; said note being given for the sum of Twenty two hundred DOLLARS,

dated Lawrence, Kan., July 25/13, 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 coupons of 21.50 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 y 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 Twenty five 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 ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, or their 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 y of the second part, or their 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 y making such sale, on demand to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies 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  
David S. Simms William J. Coleman  
May R. Coleman

State of Kansas, Nuckles County, ss.

BE IT REMEMBERED, That on this 25 day of February, A. D. 1913, before me, David S. Simms a Notary Public in and for said County and State, came

William J. Coleman and May R. Coleman

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.

David S. Simms, Notary Public.  
My Commission Expires July 28 1918

Filed for Record on the 26 day of Feb A. D. 1913 at 11:56 clock A.

W. Lloyd Lawrence Register of Deeds.  
Deputy.

This mortgage is hereby released and the lien thereby created discharged. As witness my hand this 25th day of Feb. A. D. 1913.  
C. H. Tucker  
 Registered of Deeds

Recorded - Oct 31 1913  
Charles Northrup  
 Registered of Deeds

Peoples State Bank Form