

MORTGAGE RECORD.

This Indenture, Made this fourteenth day of March in the year of our Lord one thousand nine hundred and thirteen, between Andrew J. Martin and Lucy E. Martin, wife of Laurance A. E. Eubank, in the County of Douglas and State of Kansas, of the first part, and

of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have to sold, and by these presents do grant, bargain, sell and mortgage to the said part two of the second part, 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 Four (4), Lots (15), Section (18), Section (17), Twenty five (25), Twenty six (26), Twenty seven (27), Thirty four (34), and that half (1/2) of Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and East fourth (1/4) of Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Thirty two (32), Thirty three (33), also lot Thirty five (35), and thirty six (36), and Lot One (1), Two (2), Three (3), and Eighteen (18) Sub No. Fourteen (14) and Lot No. Fifteen (15) less the East Fifty (50) feet all the above lots in Addition No. Nine (9) North Lawrence, Specie in N. E. 1/4 of N. W. 1/4 Sec. 29 Town 12 Range 20.

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said Andrew J. Martin and Lucy E. Martin do hereby covenant and agree that at the delivery hereof to be 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 he 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 Fifteen hundred DOLLARS,

according to the terms of one certain promissory note of this day executed by the said Andrew J. Martin and Lucy E. Martin to the said part two of the second part; said note being given for the sum of Fifteen hundred DOLLARS, dated March 14, 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 coupons of Five 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 one 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 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 one 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part one of the first part; and it shall be lawful for the part one of the first 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 one of the first 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 two making such sale, on demand to the said Andrew J. Martin heirs and assigns.

IN TESTIMONY WHEREOF, The said part one of the first part has hereunto set their hand and seal the day and year last above written. Signed, sealed and delivered in presence of

Andrew J. Martin [SEAL]
Lucy E. Martin [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15 day of March, A. D. 1913, before me,

John M. Newlin

John M. Newlin a Notary Public in and for said County and State, came

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 March 10, 1916 John M. Newlin Notary Public.

Filed for Record on the 15 day of March, A. D. 1913, at 4 o'clock P. M.

Floyd 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 the lien thereby created is charged.
At witness my hand this 26 day of June, A. D. 1923
Agent: J. J. Mule A. Eubank

Recorded - June 26, 1923
John M. Newlin
John M. Newlin

This mortgage is subject to the original instrument.
The mortgage herein described having been paid in full, this mortgage is hereby released and the lien thereby created is charged.
At witness my hand this 26 day of June, A. D. 1923
Agent: J. J. Mule A. Eubank

Recorded - March 17, 1914
John M. Newlin