

MORTGAGE RECORD.

This Indenture, Made this 1st day of April in the year of our Lord one thousand nine hundred and thirteen between Frank E. Vieta and Emma B. Vieta, husband and wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Lenora S. Hollingberry, of the second part:

Witnesseth, That the said part ica of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he as sold, and by these presents do grant, bargain, sell and mortgage to the said party her of the second part, her 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. five hundred and eighteen (118) on New York street, in the City of Lawrence,

with the appurtenances, and all the estate, title and interest of the said part ica of the first part therein. And the said

Frank E. Vieta and Emma B. Vieta do hereby covenant and agree that at the delivery hereof they are the lawful owner.s 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 Fifteen hundred DOLLARS,

according to the terms of one certain promissory note of this day executed by the said

Frank E. Vieta and Emma B. Vieta to the said party her of the second part; said note being given for the sum of Fifteen hundred DOLLARS,

dated Lawrence Kans. April 1, 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 five 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 provided. And the said parties 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 ica 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 all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party ica of the second part, and all sums paid by the party ica of the second part for insurance, shall be due and payable or not, at the option of the party ica of the second part; and it shall be lawful for the party ica of the second part, her 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 party ica of the second part, her 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 party ica making such sale, on demand to the said parties of the first part, their heirs and assigns.

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

D. H. Tucker Frank E. Vieta Emma B. Vieta

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1913, before me,

A. P. Blum a Notary Public in and for said County and State, came Frank E. Vieta and Emma B. Vieta, husband and 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. A. P. Blum Notary Public.

My Commission Expires April 10 1915.

Filed for Record on the 3rd day of April A. D. 1913, at 9:20 o'clock P.M.

Floyd L. Lawrence Register of Deeds. P. M. McDonnell Deputy.

Vertical text on the left margin:   
"This mortgage is a lien on the land described herein, and the mortgagor covenants to pay the same as provided in the promissory note hereto attached. As witness my hand this 30th day of March, 1913."   
"Continuing body of Lawrence Kansas"   
"By Sarah B. Strong"   
"Deputy Clerk of District Court"   
"April 18 1913"   
"E. P. Blum"   
"Notary Public"   
"Em assignment Sub Book 27 Page 123"