

## MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this First day of April in the year of our Lord one thousand nine hundred and thirteen between David Pugh and Lona Pugh (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Eli Cuerman of the second part:

WITNESSETH, That the said parties, of the first part, in consideration of the sum of Five hundred DOLLARS, to be 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 of 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 Six (6) in Block Twelve (12) in University Place, Addition to the City of Lawrence, in Douglas County Kansas.

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said David Pugh and Lona Pugh (his wife) 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 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 Five hundred DOLLARS,

according to the terms of one certain promissory note... this day executed by the said David Pugh and Lona Pugh (his wife) to the said part of of the second part; said note being given for the sum of Five hundred DOLLARS, dated April First due and payable in Three year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 15 coupons of 15 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 of 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 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 of 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, its 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 of of the second part, its 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 surplus, if any there be, shall be paid by the part of making such sale, on demand to the said David Pugh heirs and assigns.

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

David Pugh [SEAL]  
Lona Pugh [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9 day of April A. D. 1913, before me, John M. Newlin a Notary Public in and for said County and State, came David Pugh and Lona Pugh 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. John M. Newlin Notary Public.

My Commission Expires March 10 1915.

Filed for Record on the 29 day of April A. D. 1913 at 9:30 o'clock A. M. Flora L. Lawrence Register of Deeds.  
Deputy.

The foregoing is returned on the original instrument.  
 Therein being described having been paid in full, this mortgage is hereby released and the  
 same hereby is cancelled. As witness my hand this first day of April A. D. 1913.  
Eli Cuerman  
 (Signed with last printed name)

Recorded July 19 1920 -  
Edith Posthous  
 Register of Deeds

Coupon Form

This instrument is returned on the original instrument.

Recorded Aug 24 1917