

MORTGAGE RECORD.

This Indenture, Made this 3 day of May in the year of our Lord one thousand nine hundred thirteen between S. Eliot & Louise Eliot, husband & wife of Lawrence in the County of Kansas and State of Kansas, of the first part, and W. H. Atkins National Bank of the second part:

WITNESSETH, That the said part is 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 sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, its 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 142 and 144 on New York 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 Fifteen hundred DOLLARS,

according to the terms of one certain promissory note this day executed by the said S. Eliot & Louise Eliot April 21 1913

to the said part of of the second part; said note being given for the sum of Fifteen hundred DOLLARS,

dated Lawrence Mo April 21 1913 due and payable in 90 days therefrom, with interest thereon from the date thereof until paid according to the terms of said note and coupons thereon 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 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 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 to to execute, 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 of of the second part, to to execute, 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 Parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part of 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

S. Eliot [SEAL]
Louise Eliot [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3rd day of May A. D. 1913, before me,

J. C. Baker a Notary Public in and for said County and State, came S. Eliot and Louise Eliot, husband & 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.

My Commission Expires Mar. 11 1916 J. C. Baker Notary Public.

Filed for Record on the 3 day of May A. D. 1913 at 4 o'clock P. M.

W. H. Atkins National Bank Register of Deeds.
Deputy.

This instrument is returned as its original instrument.
There is herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 3rd day of May A. D. 1913.
Attest
W. H. Atkins National Bank
W. H. Atkins, Cash.
W. H. Atkins, Pres.

Recorded July 28 1913

Filed for Record
Register of Deeds
W. H. Atkins National Bank
Deputy