

THIS INDENTURE, Made and executed this ____ day of September A. D. 1913, by and between John Albro and Abbie Albro party of the first part and N.P. Dodge Jr. party of the second part.

WITNESSETH, that the said party of the first part, for and in the consideration of Two hundred thirty eight and 50/100 Dollars, paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said party of the second part, the following described real property situate in the County of Douglas and State of Kansas, to wit: Lot thirty-one (31), Block two (2), in Belmont, an addition to the City of Lawrence as surveyed, platted and recorded, subject to first mortgage of Four Hundred Dollars (\$400) running to P. M. Perkins. together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claims and demands whatsoever of the said party of the first part of, in or to said premises or any part thereof; and said party of the first part does hereby covenant, that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance except as above and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these conditions: Whereas, said party of the first part has executed and delivered to the said party of the second part one promissory note for two hundred thirty-eight and 50/100—payable at the regular rate of fifty cents a week, until entire consideration is entirely paid, and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum of not less than ____ Dollars, and deliver to the said party of the second part the policy or policies containing a clause with the loss payable to the said party of the second part, or assigns, and has agreed to pay all taxes and assessments against said premises before the same by law become delinquent; and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or the holder thereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of ten per cent. per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep and perform any of the covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

IN TESTIMONY WHEREOF we have hereunto set our hands the date above written

John Albro
Abbie Albro

State of Kansas,

SS:

County of Douglas, On this 31 day of October A.D. 1913 before me, a Notary Public in and for the said County, personally came the above named John Albro and Abbie Albro his wife who are personally known to me to be the identical persons whose names are affixed to the above instrument as Grantors and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the 11 day of Feb A.D. 1915,

(SEAL) E. O. Perkins, Notary Public.

Recorded Dec. 13th. A.D. 1913, at 10:45 o'clock A.M.

Floyd Lawrence
Register of Deeds.

By Geo. L. Nitzel Deputy.

X

Recorded Sept 11th 1913
(The following is entered on the original instrument)