

Mortgage Record.

This Indenture, Made this Eleventh day of March in the year of our Lord one thousand nine hundred and thirteen, between Elizabeth David widow of J. M. Davis, deceased of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles Robinson

WITNESSETH, That the said party 4 of the first part, in consideration of the sum of Eight Hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has as sold, and by these presents do grant, bargain, sell and mortgage to the said party his 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: The North half (1/2) of the South East quarter (1/4) of Section Twenty Six (26) Township Twelve (12) Range Number One (1) East of the 6th M.

with the appurtenances, and all the estate, title and interest of the said part 7 of the first part therein. And the said Elyabeth Jones do hereby covenant and agree that at the delivery hereof she is 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 she 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 Eight hundred DOLLARS, according to the terms of one certain promissory note, this day executed by the said J

to the said part 4 of the second part; said note being given for the sum of _____ DOLLARS,
dated March 26th 1963, 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 10 coupons of \$25 each attached,
dollars each thereof attached. And this conveyance shall be void if such payment be made as in said note and coupons attached,
as and hereinafter specified. And the said part 4 of the first part hereby agrees to pay all taxes assessed on said promises before any
penalties or costs shall accrue on account thereof, and to keep the said promises insured in favor of said mortgagee, in the sum of _____ DOLLARS.

penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the mortgagee.

Eugene H. Saunders

DOLARS,

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 4th of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurer, shall, from the payment thereof, be and become an additional lien upon 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 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 4th of the second part, and all sums paid by the part 4th of the second part for insurance, shall be due and payable or not, at the option of the part 4th of the second part; and it shall be lawful for the part 4th of the second part, his executors, administrators or assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised by two disinterested persons, to wit: one of whom shall be chosen by the part 4th of the second 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 4th making such sale, on demand, to the said *Eugene H. Saunders*.

heirs and assigns.

hand and seal

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and year last above written.

Signed, sealed and delivered in presence of

Nellie M. Downer Elizabeth Davis (SEAL)

John J. Davis (SEAL)

John A. Johnson
STATE OF ~~KANSAS~~ *Oregon* } ss.
Multnomah County }
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BE IT REMEMBERED That on this 25 day of April A. D. 1913
before me, W. B. Cothe, a Notary Public
in and for said County and State, came Elizabeth Davis

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 Dec 21 1913.
This instrument was filed for record on the 19 day of May 1913, at 4:30 o'clock PM.
Notary Public.
[Signature]

By Deputy

The enclosed is enclosed the original instrument.
The note hereto attached having been paid in full, this receipt is hereby released and the same is hereby created discharged. As witness my hand this 28th day of Oct. A.D. 1915.

Chester Robinson
Chester Robinson

Recorded Oct 28 1916
H. L. Lawrence
Register of Deeds

Records

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