

# Mortgage Record.

This Indenture, Made this Twenty second day of June in the year of our Lord one thousand nine hundred thirteen, between C. E. Dreyer and Zella M. Dreyer, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and John L. Libb of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand and 27.00 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 No 8 & 9 in Asafards subdivision of a part of block No 14 of Babcock's enlarged addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part part of the first part therein. And the said C. E. Dreyer and Zella M. Dreyer 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 indefensible 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

Two Thousand and 27.00 DOLLARS, according to the terms of one certain promissory note this day executed by the said C. E. Dreyer and Zella M. Dreyer to the said part y of the second part; said note being given for the sum of Two Thousand and 27.00 DOLLARS, dated the Twenty second of June 1913 due and payable in Three year s from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and five coupons of 465.00 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 part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall come on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

Two Thousand or more Combination Insurance 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 part 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, his executors, 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 y 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 y making such sale, on demand, to the said First Party heirs and assigns.

IN TESTIMONY WHEREOF, The said part part of the first part have set their hand s and seal the day and year last above written.

Signed, sealed and delivered in presence of

C. E. Dreyer (SEAL)  
Zella M. Dreyer (SEAL)

STATE OF KANSAS,  
Douglas County } ss.



BE IT REMEMBERED, That on this 25th day of June A. D. 19 13, before me, C. H. Sparr, a Notary Public in and for said County and State, came C. E. Dreyer and Zella M. Dreyer his 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 Nov 16th 19 15 C. H. Sparr Notary Public.

This instrument was filed for record on the 27 day of July A. D. 19 13 at 3:05 o'clock P. M.  
Clayton Lawrence Register of Deeds.

By \_\_\_\_\_ Deputy.

The following is returned on the original instrument: The same herein described having been paid in full, the mortgage is hereby released and the same hereby canceled. As witness my hand and seal this 27th day of July, A. D. 1913.

Recorded June 27 1916  
Clayton Lawrence  
Register of Deeds  
By John L. Libb

This mortgage was recorded on the original instrument. The same herein described having been paid in full, the mortgage is hereby released and the same hereby canceled. As witness my hand and seal this 27th day of July, A. D. 1913.  
Recorded July 20th 1913