

Mortgage Record.

in the
between
rt, and
sum of
LLARS
in, sell
ated in
cty
ant and
fensible
all
LLARS,
thereof,
attached,
ore any
LLARS,
enalties,
ing pen-
pon the
or any
ce shall
nd costs
of the
ful for
herby
of the
ant then
over-
er
seal.....
(SEAL.)
(SEAL.)
y Public
R
writing,
year last
ible.
eds.
Deputy.

Recorded Aug 19 1913
Floyd L Lawrence
Register of Deeds
for assignment per Book 51 Page 286

The note herein described having been paid in full, this mortgage is hereby released and the money created discharged. As witness my hand this 17th day of August, A. D. 1913.
J. L. Lawrence
Copy filed by Attorney Vice Ch.

This Indenture, Made this 8th day of July in the year of our Lord one thousand nine hundred and thirteen, between A. L. Plowman and Vashie Plowman, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Jed Bowersock of the second part: WITNESSETH, That the said parties 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 party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Lawrence and State of Kansas, described as follows to wit:

The South forty (40) feet of lot One hundred twenty-three (123) Homestead Street, and the North ten (10) feet of lot One hundred twenty-five (125) Homestead Street, all in the City of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. L. Plowman and Vashie Plowman, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owner. If 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 a certain promissory note this day executed by the said A. L. Plowman and Vashie Plowman, his wife to the said party of the second part; said note being given for the sum of Fifteen hundred DOLLARS, dated July 8 1913, due and payable in five year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$45.00 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 parties 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 said mortgagee, in the sum of At least 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 parties 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the second part, making such sale, on demand, to the said his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 8th day of July A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, came A. L. Plowman and Vashie Plowman, 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 May 21 1914.

This instrument was filed for record on the 12 day of July A. D. 1913 at 9 o'clock A. M.

E. B. Hooford Notary Public.
Floyd L Lawrence Register of Deeds.
By R. M. McConnel Deputy.

under these, there cost city (60) made to place of Lawrence and Vashie Plowman and Jed Bowersock