

## Mortgage Record.

This Indenture, Made this 21<sup>st</sup> day of July in the year of our Lord one thousand nine hundred and thirteen, between Simoon Eliot and Louisa Eliot, husband and wife of Lawrence County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Thirty two hundred fifty DOLLARS to them 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 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: lots No. One hundred forty two (142) and One hundred forty four (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 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 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

Thirty two hundred fifty DOLLARS, according to the terms of one certain promissory note, this day executed by the said Parties of the first part

to the said part y of the second part, said note being given for the sum of Thirty two hundred fifty DOLLARS, dated Lawrence, Kansas July 21, 1913, due and payable in five year s from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 113 2/3 per cent, due and payable as herein specified. And the said part ies 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 Thirty five 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 ies of the first part, and the expense of such taxes and accruing penalties, interests 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 over parties of the first part plus, if any there be, shall be paid by the part y making such sale, on demand, to the said heirs and assigns.

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

Signed, sealed and delivered in presence of

Simoon Eliot (SEAL.)  
Louisa Eliot (SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

LS

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of July A. D. 1913, before me, D. D. Scher, a Notary Public in and for said County and State, came Simoon Eliot and Louisa Eliot, 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 Mar 11 1916

This instrument was filed for record on the 22 day of July A. D. 1913 at 3 o'clock P. M.

By J. H. Lawrence Register of Deeds. Deputy.

This document is returned as required by law. The fee for recording this document is \$1.00. The fee for recording this document is \$1.00. The fee for recording this document is \$1.00.

Recorded - Sept. 24 - 1913  
C. H. Tucker

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