

Mortgage Record.

This Indenture, Made this First day of August in the year of our Lord one thousand nine hundred and thirteen between Benjamin A. Lohmann and Nellie P. Lohmann (wife) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Asgood A. Colman of the second part: WITNESSETH, That the said part ies of the first part, in consideration of the sum of seven hundred and fifty DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said party 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 fifty (50) feet of land described as follows: Begin 200 feet south of the intersection of the North side of Henry street, and the West side of Illinois St., then North 100 feet, then west 117 feet, then South 100 feet, then East 117 feet to the place of beginning, in the City of Lawrence,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Benj. A. Lohmann and Nellie P. Lohmann do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 seven hundred and fifty DOLLARS,

according to the terms of one certain promissory note, this day executed by the said Benjamin A. Lohmann and Nellie P. Lohmann to the said party of the second part, said note being given for the sum of seven hundred and fifty DOLLARS, dated August 1, 1913 due and payable in three years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of twenty-two 1/20 dollars each thereto attached. 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 seven hundred and fifty 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 making such sale, on demand, to the said Benjamin A. Lohmann heirs and assigns.

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

Signed, sealed and delivered in presence of Benjamin A. Lohmann (SEAL) Nellie P. Lohmann (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 1st day of August A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, Benjamin A. Lohmann and Nellie P. Lohmann - 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. D. B. Hooford Notary Public. My commission expires May 21 1914. This instrument was filed for record on the 2 day of Aug A. D. 1913, at 4:15 o'clock P.M. By Alfred L. Lawrence Register of Deeds. R. M. Mc Connell Deputy.

The following is returned on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 2nd day of August A. D. 1913. Alfred L. Lawrence Register of Deeds. Aug 2nd 1913 Alfred L. Lawrence Register of Deeds. For Assignment see Book 54 Page 55

