

# Mortgage Record.

The following is entered on the original instrument  
The sum of \$1650.00 has been paid in full, the mortgage is hereby released and the  
mortgagee has been discharged. At witness my hand this 16th day of August, A. D. 1913.

Recorded May 6 1914  
Floyd S. Lawrence  
Register of Deeds  
Gov. W. H. H. H.

(For assignment see Book 5 Page 4414)

This Indenture, Made this 16<sup>th</sup> day of Aug. in the  
year of our Lord one thousand nine hundred Thirteen, between  
W. W. Burnett and Adeline S. Burnett, his wife,  
of Lawrence, in the County of Douglas and State of Kansas of the first part, and  
The estate of W. B. Howard, deceased, of the second part:  
WITNESSETH That the said parties of the first part, in consideration of the sum of  
Sixteen hundred fifty DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, have here sold, and by these presents do grant, bargain, sell  
and mortgage to the said party of the second part, their 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 three (3) Block Twenty one (21) Sivelain's Addition  
to the city of Lawrence, Douglas County, Kansas.

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 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  
Sixteen hundred fifty (\$1650.00) DOLLARS,  
according to the terms of a certain promissory note, this day executed by the said  
Parties of the first part  
to the said party of the second part; said note being given for the sum of  
Sixteen hundred fifty (\$1650.00) DOLLARS,  
dated Aug. 14, 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 49.50  
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  
Two thousand (\$2,000.00) 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 pen-  
alties, 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 ies 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 party of the second part; and it shall be lawful for  
the party of the second part, her 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, her 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-  
plus, if any there be, shall be paid by the part y making such sale, on demand, to the said ies  
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  
W. W. Burnett (SEAL)  
Adeline S. Burnett (SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 16<sup>th</sup> day of Aug. A. D. 1913,  
before me, the undersigned, a Notary Public  
in and for said County and State, came W. W. Burnett and Adeline  
S. Burnett, 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 March 11 1914.  
This instrument was filed for record on the 16<sup>th</sup> day of Aug A. D. 1913, at 3 o'clock P. M.  
Arthur M. Spaulding Notary Public.  
Floyd S. Lawrence Register of Deeds.  
By R. M. McConnell Deputy.

