

Mortgage Record.

This Indenture, Made this 17<sup>th</sup> day of September in the year of our Lord one thousand nine hundred thirteen, between Mrs. Griffith and Mabel C. Griffith his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Eli Overman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha. as 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:

Lot 20 (10) Fort Trencher Place an addition to 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 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 Four Hundred 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 of the second part; said note being given for the sum of Four Hundred DOLLARS, dated Sept. 17, 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 6 coupons of 13.00 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 S 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 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, to sell the premises hereby granted, as 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 of making such sale, on demand, to the said heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part ha. as hereunto set their hand S and seal S the day and year last above written.

Signed, sealed and delivered in presence of

M. L. Griffith (SEAL)  
(Mrs) Mabel C. Griffith (SEAL)

STATE OF KANSAS Missouri ss.  
Boon County

BE IT REMEMBERED, That on this 15<sup>th</sup> day of September A. D. 1913, before me, Sara A. Hall, a Notary Public

in and for said County and State, came M. L. Griffith and Mabel C. Griffith his wife to me personally known to be the same person S 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 Oct. 15<sup>th</sup> 1916 Notary Public.  
This instrument was filed for record on the 20<sup>th</sup> day of Sept 1913 at 3<sup>16</sup> o'clock P. M.

Royd Lawrence Register of Deeds.  
By G. C. Weyl Deputy.

The following is entered on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. At witness my hand this 20<sup>th</sup> day of Sept A. D. 1913  
Eli Overman

Sept 20<sup>th</sup> 1913  
Royd Lawrence  
G. C. Weyl

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