

Mortgage Record.

July 20th 1913
People's St. Bank Lawrence Kansas
By W. Bromberg (Corp Seal)
Cecil T. Forthright
Notary Public
1913
For assignment see Book 54, Page 217

This Indenture, Made this Twentieth day of September in the year of our Lord one thousand nine hundred thirteen, between Dora E. Bingley, a widow woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. L. Maffle of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Fifteen Hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, ha. S sold, and by these presents do. — grant, bargain, sell and mortgage to the said part y 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 numbered Two Hundred Three (203) on Tennessee Street, City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Party of the first part do. — hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same against all claim — forever. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred DOLLARS,

according to the terms of one certain promissory note—this day executed by the said Party of the first part to the said part y of the second part; said note being given for the sum of Fifteen Hundred DOLLARS, dated September 20th 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 48.75 dollars each thereto attached. And the said part y 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 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 part y 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 y of the second part, and all sums paid by the part y of the first part for 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, if 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to the said Party of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part has — hereunto set her hand and seal. the day and year last above written.

Signed, sealed and delivered in presence of Dora E. Bingley (SEAL.)

STATE OF KANSAS, Douglas County } ss.
BE IT REMEMBERED, That on this 20th day of September A. D. 1913, before me, the undersigned a Notary Public in and for said County and State, came Dora E. Bingley, a widow woman

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.
E. J. Hilkey Notary Public.
My commission expires January 26th, 1914
This instrument was filed for record on the 25th day of Sept. 1913 at 11:10 o'clock am.

W. L. Lawrence Register of Deeds.
By Geo. L. Hefzel Deputy.