

## Mortgage Record.

This Indenture, Made this First day of October in the year of our Lord one thousand nine hundred thirteen, between Charles E. Varnum & Fannie A. Varnum his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and E. J. Hilkey of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said E. J. Hilkey 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:

The East Half (1/2) of,  
Lot # One hundred thirty-two (132),  
On Kentucky Street,  
City of Lawrence,  
Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part all 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 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

Two thousand 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 of the second part; said note being given for the sum of Two thousand DOLLARS, dated October 1st 1913, due and payable in Five years from from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Seventy 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 to pay all taxes assessed on said premises before any penalty 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 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 parties of the first part, and the expense of such taxes and accruing penalties, interests and costs, 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, the executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part of of the second part, the 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 parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

Charles E. Varnum (SEAL)  
Fannie A. Varnum (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of October A. D. 1913, before me, the undersigned a Notary Public

in and for said County and State, came Charles E. Varnum and Fannie A. Varnum

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 April 10 1915 Notary Public.  
This instrument was filed for record on the 3rd day of Oct A. D. 1913, at 4<sup>01</sup> o'clock P. M.

Hoyd L. Lawrence Register of Deeds.  
By Geo. L. Wigel Deputy.

The following is endorsed 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 3rd day of July A. D. 1926  
Attest:  
E. H. Tucker - Att. Sec. of State  
Recorded July 16 1926  
Geo. E. McElwain  
Register of Deeds

(Assignment See Book 5 Page 1100)

LS

Recorded March 11 1916  
Hoyd L. Lawrence  
Register of Deeds