

Mortgage Record.

This Indenture, Made this 1st day of December in the year of our Lord one thousand nine hundred and thirteen, between Henry H. Asher & Francis B. Asher his wife Lawrence of Douglas in the County of Douglas and State of Kansas, of the first part, and

Harriet C. Tanner, Guardian of the second part:
 Two thousand two hundred (\$2200.00) and no/100 DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell
 and mortgage to the said part of the second part, her 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 number One (1) in Block Number Ten (10) Lane Place
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 Henry H. Fisher does hereby covenant and agree that at the delivery hereof, he 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 he will warrant and defend the same against all claims who ever. This grant is intended as a Mortgage to secure the payment of the sum of Two thousand two hundred (\$2200.00) DOLLARS.

according to the terms of One certain promissory note — this day executed by the said
Henry H. Asher & Frances B. Asher
to the said part 1/4 of the second part; said note being given for the sum of
Two thousand two hundred (\$2200⁰⁰) DOLLARS,
dated December due and payable in five (5) years from date thereof.

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons attached 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 part of the first part hereby agree 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 One + one hundred and Sixty + five DOLLARS.

penalties or costs shall accrue on account thereof, and each party shall remain liable for such penalties or costs until full payment has been made.

Twenty _____ DOLLARS,
Five Hundred Five and No/100ths

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 1st of the first part, and thereafter add an additional lien under this mortgage upon the penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an expense of the second part; and if default be made in such payment, or any above described premises, and shall bear interest at the rate of 6 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 1st of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 2d of the second part; and it shall be lawful for the part 2d 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 part 2d of the second part, he executors, administrators or assigns, 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 2d making such sale, on demand, to the said Nancy H. Fisher, his
heirs and assigns.
this hand & seal

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

STATE OF KANSAS, } ss.
Douglas County }

County)
BE IT REMEMBERED, That on this 4 day of December A. D. 1913,
 before me, J. H. Mitchell, a Notary Public
 in and for said County and State, case Henry H. Baker and
Frances B. Baker his wife
 to me personally known to be the same persons who executed the foregoing instrument of writing,
 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 17, 1915 Notary Public.
This instrument was filed for record on the 4th day of Dec A. D. 1913 at 3:15 o'clock P. M.
Wm. Lawrence

Notary Public.
A. D. 1903 at 315 o'clock P. M.
Florence Lawrence
Register of Deeds.
By Geo. C. Meigs Deputy

paid to full, this mortgage is hereby released and the
may hand this... 3rd day of December A.D. 1917.

Harriet E. Tamerl Guardian

Therese Berlin does
not thereby created disch
attach-
L. H. Tucker.

Recorded Dec 15th 1919
Estelle Northrup
 Register of Deeds