

Mortgage Record.

This Indenture, Made this Ninth day of December in the year of our Lord one thousand nine hundred and thirteen between Emma C. Artman (Widow) J. E. Artman (husband) J. E. Artman Guardian for Emma C. Artman, Emma C. Artman and Carl Artman, minors also Lydia H. Burris and Samuel Burris her in the County of Douglas and State of Kansas, of the first part, and of Charles White of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Three hundred and fifty DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do grant, bargain, sell and mortgage to the said part all 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 Number Ninety Eight (98) on Pennsylvania Street in the 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 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 who ever. This grant is intended as a Mortgage to secure the payment of the sum of

Three hundred and fifty DOLLARS, according to the terms of one certain promissory note, this day executed by the said

Emma C. Artman and J. E. Artman and J. E. Artman Guardian to the said part all of the second part; said note being given for the sum of

dated December 9 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 1.25% 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 part all 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

Twenty Seven 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 all 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 all of the second part, and all sums paid by the part all of the second part for insurance, shall be due and payable or not, at the option of the part all of the second part; and it shall be lawful for the part all of the second part, his 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 all 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 all of the second part, making such sale, on demand, to the said Emma C. Artman heirs and assigns.

IN TESTIMONY WHEREOF, The said part all 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

Emma C. Artman (SEAL)
J. E. Artman Guardian (SEAL)
Lydia H. Burris
Samuel Burris

STATE OF KANSAS, } ss.
Douglas County }

BE IT REMEMBERED, That on this 10th day of December A. D. 1913, before me, John M. Newlin, a Notary Public

in and for said County and State, came Emma C. Artman, J. E. Artman, Lydia H. Burris and Samuel Burris

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 March 10 1915 Notary Public.

This instrument was filed for record on the 10th day of Dec, A. D. 1913 at 2:48 o'clock P. M.

Approved this 10th day of December, 1913 } Hoyd Lawrence Register of Deeds.
(Seal) C. E. Lundy By Geo. C. Wight Deputy.

Enlargement See Book 57 Page 14

The following is returned on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the

Recorded June 9 1914