

## Mortgage Record.

This Indenture, Made this 23rd day of December in the year of our Lord one thousand nine hundred + thirteen, between Junius Underwood & Flora E. Underwood of Laurance, in the County of Douglas and State of Kansas, of the first part, and

B. H. Tucker of the second part: WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty hundred 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 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 No. Sixty two (62) on Louisiana Street City of Laurance,

with the appurtenances, and all the state, title and interest of the said part ies 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 owners 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

Twenty hundred & no/100 DOLLARS, according to the terms of a certain promissory note — this day executed by the said

parties of the first part to the said y of the second part; said note being given for the sum of Twenty hundred DOLLARS, dated December 23rd 1913, due and payable in five years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Twenty 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 ies of the first part hereby agree — 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

Twenty 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 ies of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the aboves 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 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, or 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 parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27th day of Dec, A. D. 1913, before me, A. H. Allen, a Notary Public

in and for said County and State, came Junius Underwood and

Flora E. Underwood, his wife,

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.

My commission expires April 10th 1915

This instrument was filed for record on the 30th day of Dec, A. D. 1913, at 9:45 o'clock A.M.

Rayd L. Lawrence Notary Public.

By Geo. B. Weger Register of Deeds.

Deputy.

The foregoing is a true and correct copy of the original as the same appears from the records of the County of Douglas, State of Kansas, and is hereby certified to be true and correct.

Recorded Oct 30th 1914  
Lester W. Phillips  
Register of Deeds