

Mortgage Record.

Foreclosure in Book 57 Page 194

One hundred and ninety-four dollars and no cents is hereby released and the same is hereby acknowledged. As witness my hand this 15th day of February, A. D. 1914.

Edw. Tucker

Recorded - Feb 15 - 1914 -
Evelle T. Dordick

This Indenture, Made this 15 day of February in the year of our Lord one thousand nine hundred & fourteen between John R. Garratt & Annie M. Garratt, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Fidelity Trust Company of Kansas City Mo. of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty five 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 of the second part, its successors 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 of the South West Quarter of the South West Quarter of the South West Quarter of Section Twenty five (25) in Township Thirteen (13) South of Range Nineteen (19) East of the Sixth P.M. Containing 1.20 acres

with the appurtenances, and all the estate, title and interest of the said part 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 Forty five hundred DOLLARS, according to the terms of their certain promissory note, this day executed by the said parties of the first part to the said part of the second part; said note being given for the sum of Forty five hundred DOLLARS, dated February 15th 1914, due and payable in five year 2. from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 135.00 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 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 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 part 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its successors, 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 of the second part, its successors, 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 the second part, making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal 3. the day and year last above written.

Signed, sealed and delivered in presence of John R. Garratt (SEAL) Annie M. Garratt (SEAL) Edw. Tucker

STATE OF KANSAS, ss. Douglas County

BE IT REMEMBERED, That on this 11th day of March A. D. 1914, before me, A. T. Flinn, a Notary Public in and for said County and State, came John R. Garratt & Annie M. Garratt, who executed the foregoing instrument of writing, to me personally known to be the same persons who executed 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 12th day of March A. D. 1914 at 3:50 clock P.M. By Lloyd Lawrence Register of Deeds. Geo. B. Neff Deputy.