

Mortgage Record.

This Indenture, Made this 9th day of May in the year of our Lord one thousand nine hundred fourteen, between Sadie R. Dorsey, single, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Dr. Ida H. Hyde, of same place of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seventeen Hundred 00/100 DOLLARS to her duly paid, the receipt of which is hereby acknowledged, ha th sold, and by these presents do th grant, bargain, sell and mortgage to the said part 2d 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: Beginning at a point on the West line of New York Street 300 feet South of the South line of Adams Street, thence West 117 feet to the Alley, thence South to the North line of Morris Street, thence East to the West line of New York Street, thence North to the point of beginning, in the City of Lawrence, also known as Lot 201 "The Elms"

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st of the first part do th hereby covenant and agree that at the delivery hereof she is the lawful owner. If the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 Seventeen Hundred DOLLARS,

according to the terms of one certain promissory note part 1st of the first part this day executed by the said part 1st of the first part to the said part 2d of the second part; said note being given for the sum of Seventeen Hundred DOLLARS,

dated May 9, 1914, due and payable in five year 5 from the thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of fifty one 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 2d of the first part hereby agree 2 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 Seventeen 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 1st 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 2d 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, if 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, her 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 2d making such sale, on demand, to the said part 1st of the first part, her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part ha th hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of Sadie R. Dorsey (SEAL.)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of May A. D. 1914, before me, the undersigned, a Notary Public in and for said County and State, came Sadie R. Dorsey

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 May Notary Public.

This instrument was filed for record on the 9th day of May A. D. 1914, at 4:51 o'clock P.M.

By George McGee Register of Deeds, Deputy.

Recorded July 24 1917 Carroll J. Gresham Register of Deeds.

Payable hereinto described in the original instrument.