

Mortgage Record.

This Indenture, Made this 5th day of November in the year of our Lord one thousand nine hundred 1914 between Samuel H. Mcburdy, his wife Mildred Mcburdy, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

L. N. Lewis

of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Three thousand 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 one hundred and three (103) on Massachusetts Street in the City of Lawrence

This mortgage is subject to a certain first mortgage for \$14,000 given by parties of the first part hereunto, dated Nov. 21, 1913, to the Fidelity Trust Company, recorded in Book 53, page 76 of mortgages in said Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties 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 owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, 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

Three thousand DOLLARS, according to the terms of one certain promissory note parties of the first part this day executed by the said

to the said part y of the second part; said note being given for the sum of Three thousand DOLLARS,

dated Nov. 5, 1914, due and payable in three year 8 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 10.5 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

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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part, and it shall be lawful for the parties of the second part his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, of any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties 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 parties 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 hand and seal of the day and year last above written.

Signed, sealed and delivered in presence of

Samuel H. Mcburdy (SEAL)

Mildred Mcburdy (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of November A. D. 1914, before me, S. A. Wood, a Notary Public

in and for said County and State, came

Samuel H. Mcburdy, his wife Mildred Mcburdy, 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 Apr 10 1917 Nov. A. D. 1914 at 3:00 o'clock P.M.

This instrument was filed for record on the 11th day of Nov, A. D. 1914 at 3:00 o'clock P.M.

By Floyd L. Lawrence Register of Deeds.
Geo. B. Nitzel Deputy.

Gordon & Co. Book 54 pages 154

This mortgage is subject to the original mortgage recorded in Book 53, page 76 of mortgages in said Douglas County, Kansas.

Recorded Nov. 29, 1914