

Mortgage Record.

This Indenture, Made this 22nd day of January in the year of our Lord one thousand nine hundred fifteen, between Maude E. Naismith & Jas. Naismith (hus) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Simon P. White of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One hundred & Seventy five (\$175.00) 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 number nineteen (19) & Twenty (20) in Block number Twenty (20) in University Place Annex, a plot of which was recorded in Plot Book number Two (2) of Douglas County Records on Dec. 27, 1888.

with the appurtenances, and all the estate, title and interest of the said part its of the first part therein. And the said Maude Naismith & Jas. Naismith (hus) 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, 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 One hundred & Seventy five DOLLARS, according to the terms of One certain promissory note - this day executed by the said Maude Naismith & Jas. Naismith

to the said part y of the second part, said note being given for the sum of One hundred & Seventy five (\$175.00) DOLLARS, dated Jan. 22nd 1915, due and payable in Two year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of \$5.00 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 part y 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 One hundred & Seventy five (\$175.00) 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 y 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 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, 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, or 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 his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal on 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 23 day of January A. D. 1915, before me, D. L. Eddy, a Notary Public

in and for said County and State, came Maude E. Naismith & Jas. Naismith, wife & husband 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 5 1916 D. L. Eddy Notary Public.
This instrument was filed for record on the 26 day of Jan. A. D. 1915, at 11:40 o'clock AM.

Edw. Lawrence Register of Deeds.
By Edw. Lawrence Deputy.

(For Assignment of Book 54 Page 20)
Shirley Langhart Sec. Book 54 Page 571

THIS INSTRUMENT IS FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS, DOUGLAS COUNTY, KANSAS, ON THE 26th DAY OF JANUARY, A. D. 1915.

RECORDED
JAN. 24 1915
E. L. Northrup
Register of Deeds