

Mortgage Record.

This Indenture, Made this

tenth

day of Aug

in the

year of our Lord one thousand nine hundred thirteen
Mary S. Langston and daughter Carrie H. Hughes, sole heirs of John H. Langston,
of Lawrence in the County of Douglas and State of Kansas, of the first part, and

John L. Kilworth

of the second part:

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

One hundred 00/100

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 party 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 Eight (8th) N. 1/4 (9) Block Twelve (12) Lane Place Addition
in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

first parties 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

One hundred 00/100

DOLLARS,

according to the terms of one certain promissory note this day executed by the saidfirst parties

to the said party of the second part; said note being given for the sum of

One hundred 00/100

DOLLARS,

dated August 10, 1903, due and payable in One year - from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and as hereinbefore specified. And this conveyance shall be void if such payment be made as in said note as hereinbefore specified, and as hereinafter specified. And the said party of the first part hereby agrees 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 00/100

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 or 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 making such sale, on demand, to the said heirs and assigns.

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

Signed, sealed and delivered in presence of

Mary S. Langston (SEAL)
Carrie H. Hughes (SEAL)

STATE OF KANSAS,

Douglas

County ss.

BE IT REMEMBERED, That on this 10th day of Aug, A. D. 1903,

before me, _____, a Notary Public

in and for said County and State, came

Mary S. Langston, daughter Carrie H. Hughes and heirs of John H. Langston, deceased
to me personally known to be the same persons 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 January 21st 1904This instrument was filed for record on the 12th day of AprilA. D. 1903, at 11:55 o'clock A.M.Alfred L. Lawrence Register of Deeds.By Eugene H. Vogel Deputy.

This instrument is subject to the official instrument
 Thereat hereby acknowledged, and the same may be paid in full, this mortgage is hereby released and
 the same may be paid in full, this mortgage is hereby released and the same may be paid in full, this mortgage is hereby released and
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Recorded Oct. 21st 1903
 Alfred L. Lawrence
 Register of Deeds
 Eugene H. Vogel