

## Mortgage Record.

This Indenture, Made this 19 day of May in the year of our Lord one thousand nine hundred fifteen between Theodore Hack of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Hooford Investment & Mortgage Company of the second part:

WITNESSETH, That the said party g of the first part, in consideration of the sum of Seven hundred and fifty (\$750.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, had and sold, and by these presents do es grant, bargain, sell and mortgage to the said party g of the second part, its 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 (1), in Hammonds Subdivision of a Portion of Block Two (2), South Lawrence, in the City of Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said party g of the first part therein. And the said Theodore Hack do es hereby covenant and agree that at the delivery hereof, he is 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 he 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 Seven hundred and fifty (\$750.00) DOLLARS, according to the terms of one certain promissory note - this day executed by the said Theodore Hack

to the said party g of the second part: said note being given for the sum of Seven hundred and fifty (\$750.00) DOLLARS, dated May 19th, 1915, due and payable in three year s, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 22.50 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 party g 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 Not less than One thousand (\$1000.00) 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 party g 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 sums paid by the party g of the second part, of the second part for insurance, shall be due and payable or not, at the option of the party g of the second part; and it shall be lawful for the party g of the second part, its 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 party g of the second part, its 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 party g making such sale, on demand, to the said party g of the first part, its heirs and assigns.

IN TESTIMONY WHEREOF, The said party g of the first part has hereunto set his hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Theo. Hack (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of May A. D. 1915, before me, The undersigned, a Notary Public in and for said County and State, came Theodore Hack

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 Nov. 16th 1915

This instrument was filed for record on the 22nd day of May

A. D. 1915, at 2:25 o'clock P.M.

Edw. Lawrence Register of Deeds.

By Edw. Lawrence Deputy.

(For assignment see Book 54, Page 37)

Subscribed May 20 1915  
E. L. Little, J. P.

Notary Public for Douglas County, Kansas  
My commission expires May 21-1920  
James P. Little  
Notary Public