

Mortgage Record.

This Indenture, Made this 1st day of July in the year of our Lord one thousand nine hundred and fifteen of F. M. Blackmar & Kate M. Blackmar, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Frank A. Hopkins of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of thirty-eight hundred and no/100 (\$3800.00) 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 second 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:

Beginning at a point 22.5 feet South of the southwest corner of the intersection of Ohio & 11th Street (Quincy), thence West 125 feet, thence North 75 feet, thence East 125 feet, thence South 75 feet to point 7 beginning, same being a part of the Oread addition to the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said F. M. Blackmar & Kate M. Blackmar, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 thirty-eight hundred and no/100 (\$3800.00) DOLLARS, according to the terms of a certain promissory note, this day executed by the said F. M. Blackmar & Kate M. Blackmar, his wife.

to the said part second of the second part; said note being given for the sum of thirty-eight hundred and no/100 (\$3800.00) DOLLARS, dated July 1, 1915, due and payable in Five year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 4114 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 first 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 thirty-five hundred and no/100 (\$3500.00) 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 first 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 all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part second of the second part, and all sums paid by the part second of the second part for insurance, shall be due and payable or not, at the option of the part first of the first part; and it shall be lawful for the part first of the first part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, for any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part first of the first 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 part second of the second part, making such sale, on demand, to the said F. M. Blackmar & Kate M. Blackmar heirs and assigns.

IN TESTIMONY WHEREOF, The said part first 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 F. M. Blackmar (SEAL) Kate M. Blackmar (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1915, before me, Emily L. Swick, a Notary Public in and for said County and State, came F. M. Blackmar & Kate M. Blackmar 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. Emily L. Swick Notary Public.

My commission expires September 24, 1917. This instrument was filed for record on the 1st day of July A. D. 1915, at 125 o'clock P.M.

By Em. L. Swick Deputy.

Recorded Sept 8th 1920  
Em. L. Swick  
Notary Public  
Register of Deeds

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