

Mortgage Record.

This Indenture, Made this Twenty first day of September in the year of our Lord one thousand nine hundred 1915, between Frank A. Sladek & Viola Sladek, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Miss Mary Howell of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500) 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, her 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 Fifty-seven (57) Commercial Street in the original Townsite of Lawrence, Douglas County, Kansas as shown by the recorded plat thereof.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank A. Sladek & Viola Sladek, his wife 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

Five hundred DOLLARS,

according to the terms of One certain promissory note this day executed by the said

Frank A. Sladek & Viola Sladek, his wife

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

Five hundred (\$500) DOLLARS,

dated September 21 - 1915, due and payable in Five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and Ten coupons of 17.50%

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 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

Five hundred (\$500) 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 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part, and it shall be lawful for the party of the second part, her 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 party of the second part, her 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 making such sale, on demand, to the said Frank A. Sladek & Viola Sladek heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal.

Signed, sealed and delivered in presence of

Frank A. Sladek (SEAL)

Mrs. Viola Sladek (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of September A. D. 1915,

before me, M. J. Wells, a Notary Public

in and for said County and State, came Frank A. Sladek & Viola Sladek

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 Jan 18 1917 Notary Public.

This instrument was filed for record on the 24th day of Sept. A. D. 1915 at 3:26 clock P.M.

John A. Lawrence Register of Deeds.

By Geo. B. Wetzel Deputy.

This conveyance is subject to the original instrument of mortgage herein referred to, which is hereby acknowledged and the same is hereby acknowledged. At witness my hand this 21st day of September, A. D. 1915.

Miss Mary Howell

L. C. McHenry
Lawrence, Kans.

Recorded April 22 1916

Estelle Norcross
Register of Deeds

Ferne S. Lawrence
Deputy

A. D. 1915

a Notary Public

Anna B.

g instrument of writing,

on the day and year last

Notary Public.

o'clock P.M.

Register of Deeds.

Deputy.