

Mortgage Record.

This Indenture, Made this 18th day of October in the year of our Lord one thousand nine hundred and fifteen, between Lawrence Nannie M. Gregg (a widow) of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and

M. H. Armstrong of Douglas County, Kansas of the second part: WITNESSETH, That the said party of the first part, in consideration of the sum of Four hundred (\$400) DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

Lots numbered One hundred and fifty five (155) and One hundred and fifty seven (157) New Jersey Street, in the City of Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nannie M. Gregg does hereby covenant and agree that at the delivery hereof she 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 she 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

Four hundred DOLLARS, according to the terms of One certain promissory note this day executed by the said

Nannie M. Gregg to the said party of the second part; said note being given for the sum of

Four hundred DOLLARS, dated October 18, 1915, due and payable in three years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of fourteen 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 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

Four hundred 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 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, 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 party 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 party making such sale, on demand, to the said Nannie M. Gregg, her heirs and assigns.

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

Signed, sealed and delivered in presence of L. H. Menger Nannie M. Gregg (SEAL) (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 18th day of October A. D. 1915 before me, L. H. Menger, a Notary Public in and for said County and State, came Nannie M. Gregg (a widow)

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 September 16, 1916. Notary Public, L. H. Menger

This instrument was filed for record on the 20th day of Oct, A. D. 1915, at 4:15 o'clock P.M.

By Lloyd F. Lawrence Register of Deeds, Geo. C. Wiley Deputy.

For Return See Book 57, Page 375.

in the between us, of the first part, and part: consideration of the sum of DOLLARS 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: the said hereby covenant and agree that at the delivery hereof she 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 she 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 DOLLARS, according to the terms of One certain promissory note this day executed by the said Nannie M. Gregg to the said party of the second part; said note being given for the sum of DOLLARS, dated October 18, 1915, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of fourteen 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 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 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 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, 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 party 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 party making such sale, on demand, to the said Nannie M. Gregg, her heirs and assigns. IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year last above written. Signed, sealed and delivered in presence of (SEAL) (SEAL) A. D. 1915, a Notary Public instrument of writing, in the day and year last Notary Public. undersigned, President incorporated Notary of person-instrument the execution of, I have written. Deputy.