

Mortgage Record.

This Indenture, Made this 10th day of November in the year of our Lord one thousand nine hundred fifteen, between Florance H. Afford & Fred S. Afford her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

6 H. Tucker

..of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of _____ DOLLARS

to ~~them~~.....duly paid, the receipt of which is hereby acknowledged, ~~has~~ her.....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:.....

commence 55 feet West of the Southeast corner of Lot 140 Kentucky Street City of Lawrence thence North 56 feet thence West 55 feet thence South 55 feet thence East 55 feet to the place of beginning.

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

Pen Hundred DOLLARS,
according to the terms of their certain promissory note, this day executed by the said.....

to the said part 4 of the second part; said note being given for the sum of Ten Hundred DOLLARS.

dated Lawrence Ham Nov. 10, 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 twenty five 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 of of the first part hereby agrees to 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 _____

in any 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 immediately payable, not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part.....their 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.....their 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 of the second part.....making such sale, on demand, to the said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

Florence H. Alford (SEAL)

Fred G. Alford (SEAL.)

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of November A. D. 1915
before me, M. E. Hazen, a Notary Public

in and for said County and State, came,

Florence H. Alford and Fred G. Alford

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 October 11 1918 11.6.18 Notary Public.

This instrument was filed for record on the 10th day of Nov, A. D. 1925, at 10 o'clock A. M.

By Geo. C. Mohr Register of Deeds. Deputy.