

Mortgage Record.

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This Indenture, Made this 10th day of November

year of our Lord one thousand nine hundred fifteen  
Charles A. Hicks and Jessie A. Hicks, his wife  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and

E. T. Emery

of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Six hundred and fifty (\$650.00)

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 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:

Commencing Twenty (20) rods east 3rd Thirty (30) rods South of the Northwest Corner of the South-west quarter (1/4) of Section Twenty-nine (29) Township Twelve (12) Range Twenty (20) Thence West six (6) rods, thence South Ten (10) rods; thence East six (6) rods; thence North Ten (10) rods to place of beginning in that part of the city of Lawrence, formerly known as North Lawrence, Douglas County, Kansas,

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

Charles A. Hicks and Jessie A. Hicks, his wife

do hereby covenant and agree that at the delivery hereof they are 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 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

Six hundred and fifty (\$650.00)

DOLLARS,

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

Charles A. Hicks and Jessie A. Hicks, his wife

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

Six hundred and fifty (\$650.00)

DOLLARS,

dated November 10th 1915, due and payable in three year 2: from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 22.75 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

Six hundred and fifty (\$650.00)

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 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 due and payable or not, at the option of the parties of the second part, and it shall be lawful for the parties of the second 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, appraisal hereby waived or not, at the option of the parties 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 parties making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Charles A. Hicks

(SEAL)

Jessie A. Hicks

(SEAL)

STATE OF KANSAS,

Douglas

County } ss.

BE IT REMEMBERED That on this 15th day of November A. D. 1915,

before me, The undersigned, Charles A. Hicks and Jessie A. Hicks, his wife, a Notary Public

in and for said County and State, came

A. Hicks, his wife

to me personally known to be the same person, who executed the foregoing instrument of writing,

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 May 21 1918

This instrument was filed for record on the 19th day of Nov.

C. B. Hoffer

Notary Public.

A. D. 1915, at 10:25 o'clock A.M.

Ray L. Lawrence

Register of Deeds.

By Geo. L. Nitzel

Deputy.

For record see book 85, Page 399