

Mortgage Record.

This Indenture, Made this 30th day of December in the year of our Lord one thousand nine hundred fifteen, between Mary A. Hueth, a widow of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

C. H. Tucker

of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Seven hundred + 70/100 DOLLARS to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents doles 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:

Site numbered One hundred fourteen (114) One hundred fifteen (115) on New Jersey Street City of Lawrence, said County + State.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary A. Hueth does hereby covenant and agree that she the delivery hereof shall be 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

Seven hundred + 70/100 DOLLARS,

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

Mary A. Hueth to the said party of the second part; said note being given for the sum of

Seven hundred + 70/100 DOLLARS,

dated Lawrence, Kans. Dec. 30, 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 twenty one 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 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

ten hundred + 00/100 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 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, at any time thereafter, to sell the premises hereby granted, of 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 of the second part, making such sale, on demand, to the said Mary A. Hueth, 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

Mary A. Hueth (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30th day of December A. D. 1915,

before me, A. F. Flinn, a Notary Public

in and for said County and State, came Mary A. Hueth, 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.

A. F. Flinn

My commission expires April 10 1919 Notary Public.

This instrument was filed for record on the 30th day of Dec A. D. 1915, at 11:15 o'clock A.M.

Regd. L. Lawrence

Register of Deeds.

By Geo. C. Hugel Deputy.

This mortgage was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 30th day of December, 1915, at 11:15 A.M. and the same was duly acknowledged by the mortgagor, Mary A. Hueth, a widow, in the presence of the undersigned, A. F. Flinn, Notary Public for Douglas County, Kansas.

Recorded May 10, 1920
E. C. H. Tucker
Notary Public

in the between

as, of the first part, and

part:

deration of the sum of

DOLLARS

grant, bargain, sell

reel of land situated in

number

Twenty, (20)

the said

hereby covenant and

good and indefeasible

and the same against all

DOLLARS,

DOLLARS,

from date thereof,

coupons thereto attached,

aid premises before any

in the sum of.

DOLLARS,

and accruing penalties,

taxes and accruing pen-

his mortgage upon the

in such payment, or any

in this conveyance shall

and interest and costs

the party of the

it shall be lawful for

the premises hereby

granted, of 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 over-

plus, if any there be, shall be paid

by the party of the second part,

making such sale, on demand, to

the said Mary A. Hueth, 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

Mary A. Hueth (SEAL)

(SEAL)

A. D. 1915,

a Notary Public

instrument of writing,

the day and year last

Notary Public.

o'clock P.M.

Lawrence

Register of Deeds.

Deputy.