

Mortgage Record.

This Indenture, Made this Twenty ninth day of February in the year of our Lord one thousand nine hundred and sixteen, between Bernard Heshon (widower) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

M. E. Newlin

of the second part:

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

One thousand DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part y 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:

Lot Forty Seven (47) in South half (1/2) of Lot Forty Six (46) Lot No Forty Eight (48) of the Forty Nine (49) 1/4 Secty (150) also Lot No Fifty one (51) in Simpson Subdivision of 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 part y of the first part therein. And the said Bernard Heshon does hereby covenant and agree that at the delivery hereof he 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 he 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

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

Bernard Heshon to the said part y of the second part; said note being given for the sum of

One thousand DOLLARS, dated Lawrence February 29, 1916, 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 thirty dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereof attached, and as hereinafter specified. And the said part y 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 part y of the first part, and the expense of such taxes and accruing penalties, interests 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 part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 part y 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 part y making such sale, on demand, to the said Bernard Heshon heirs and assigns.

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

Signed, sealed and delivered in presence of

Bernard Heshon (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 39 day of February A. D. 1916, before me, John M. Newlin, a Notary Public in and for said County and State, came

Bernard Heshon

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 March 20 1919 Notary Public.

This instrument was filed for record on the 2nd day of March A. D. 1916 at 7:10 o'clock P.M.

Walter Lawrence Register of Deeds.
By Geo. C. Hager Deputy.

The following is a certified copy of the original instrument. Thereon is a mortgage to secure the payment of the sum of \$1,000.00, and the same is hereby acknowledged. At witness my hand this 29th day of February, A. D. 1916.

M. E. Newlin

Notary

Recorded April 29 - 1916
Entered in Book of Deeds
John M. Newlin
Notary Public
Geo. C. Hager
Deputy