

Mortgage Record.

This Indenture, Made this 23rd day of May in the year of our Lord one thousand nine hundred 1916, between Chas. E. Price and Kate E. Price, his wife of Baldwin, P.O., in the County of Douglas and State of Kansas, of the first part, and

Mrs. A. C. Gibson

of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen hundred 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, her 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 No. Thirty-four (34), on Ohio Street in the City of Lawrence

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 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

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

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

Fifteen hundred DOLLARS, dated Lawrence, Kansas May 23rd 1916, 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 10 coupons of 22.50 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

Fifteen 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, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted 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, her 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 first parties or 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

Chas. E. Price (SEAL)

Kate E. Price (SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 23 day of May A. D. 1916,

before me, the undersigned, a Notary Public

in and for said County and State, came Chas. E. Price and Kate E.

Price, his wife

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 15 1918 Notary Public.

This instrument was filed for record on the 24th day of May A. D. 1916 at 9:10 o'clock AM.

May Lawrence Register of Deeds.

By Bob. Votje Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 27th day of July 1918.

ATTEST:
Eselle Partridge
Register of Deeds.

Mrs. A. C. Gibson

LP

Recorded - April 25 - 1916