

legal rate of 10 per cent. per annum.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their name, and affixed their seal, on the day and year above mentioned.

Anna Christian (SEAL)
Charles Christian (SEAL)

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 13th. day of December A.D. nineteen hundred and sixteen, before me, the undersigned, a Notary Public in and for said County and State, came Charles Christian, an unmarried man, and his mother, Anna Christian, a widow woman who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My comm. Ex. May 27th. 1915 (SEAL)

Albert Neese, Notary Public.

Recorded Dec., 15th., A.D. 1916, at 2:00 o'clock P.M.

Thos. L. Lawrence
Register of Deeds,
Geo. C. Neigel
Deputy.

THIS INDENTURE, Made this 1st day of November in the year of our Lord nineteen hundred sixteen (1916) between Samuel L. Dark and his wife Mary E. Dark of Lawrence in the County of Douglas and State of Kansas of the first part, and C. A. Fulton of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty five hundred and no/100 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:

Lots numbered Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) all in Block number Two (2), in Haskell Place, an Addition to the City of Lawrence. Also Lot Number Six (6) in Block Number Twenty Three (23) in Sinclair's Addition to the City of Lawrence, in the above County and State.

With all the appurtenances, and all the estate, title and interest of the said parties of the first part ther-in. And the said Samuel L. Dark and his wife Mary E. Dark do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Twenty five hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Samuel L. Dark and his wife Mary E. Dark to the said party of the second part, and payable two years from date with interest thereon according to note, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Samuel L. Dark and wife Mary E. Dark, their heirs and assigns.

Said parties of the first part hereby assign to the said second party or assigns, the rents and incomes arising at any and all times from the property mortgaged to secure this note, and do hereby authorize said second party or assigns, at his or their option to take charge of said property, collect and receipt for all rents and income, and apply the same on the payments, insurance premiums, taxes, assessments, repairs or improvements necessary to keep property in tenantable condition, or other charges provided for in this note, provided said payments or charges are in arrears. This assignment of rents to continue in force until the amount secured by this note is fully paid.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal, the day and year first above written,

Samuel L. Dark (SEAL)
Mary E. Dark (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 4th day of November A.D. 1916, before me, John C. Emick, a Notary Public in and for said County and State, came Samuel L. Dark and his wife Mary E. Dark to me personally known to be the same persons 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 Jan-13-1920 (SEAL)

John C. Emick, Notary Public.

Recorded Dec., 15th., A.D. 1916, at 2:20 o'clock P.M.

Thos. L. Lawrence
Register of Deeds,
Geo. C. Neigel
Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. At witness my hand this 15th day of December A.D. 1916.

C. A. Fulton
John C. Emick

Recorded Dec 20 1916
Thos. L. Lawrence
Register of Deeds.

Recorded April 17th 1922
Cath. D. Neigel
Deputy
This instrument was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 15th day of December, 1916, at 2:20 o'clock P.M., and the same was duly acknowledged by the parties thereto, and the same is hereby certified to be a true and correct copy of the original instrument as the same appears from the records of said office.