

MORTGAGE RECORD

This Indenture

Made this twelfth day of June in the year of our Lord one thousand nine hundred and sixteen, between Eugene O. Raub and Marie A. Raub (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and President of Board of Trustees of Kansas yearly Meeting of Friends (Incorporated) of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Twelve hundred and fifty DOLLARS to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part two of the second part, 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:

North eighty four (84) feet of Lot Two (2) Block Twelve (12)
Second Addition to the City of Lawrence Douglas County,
Kansas.

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said Eugene O. Raub and Marie A. Raub do hereby covenant and agree that at the delivery hereof they 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 Twelve hundred and fifty DOLLARS,

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

Eugene O. Raub and Marie A. Raub

to the said part two of the second part; said note being given for the sum of

Twelve hundred and fifty DOLLARS,

dated June 10th 1916, due and payable in three year 3 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 37 new 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 part one 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

Twelve hundred and fifty 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 one 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 part two of the second part, and all sums paid by the part two of the second part for insurance shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part one 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 part two making such sale, on demand, to the said Eugene O. Raub heirs and assigns

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

Signed, sealed and delivered in presence of

Eugene O. Raub (SEAL)
Marie A. Raub (SEAL)

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 13 day of June A. D. 1916

before me, the undersigned a Notary Public

in and for said County and State, came Eugene O. Raub and

Marie A. Raub, 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.

G. B. Horford

My commission expires May 21 1918 Notary Public.

This instrument was filed for record on the 14th day of June A. D. 1916 at 11 o'clock A.M.

Royd L. Lawrence

Register of Deeds.

By Geo. C. Metel Deputy.

This mortgage is subject to the original instrument
There is no record of this mortgage in the public records of the State of Kansas
This mortgage is not a lien on the property of the mortgagor

A. L. Goss, President of
Board of Trustees of Kansas
yearly Meeting of Friends, Incorporated.

Recorded June 10th 1916

Estelle D. Perkins
Register of Deeds