

# MORTGAGE RECORD

This Indenture Made this Third day of July in the year of our Lord one thousand nine hundred sixteen between J. R. Remedios, Notary of Lawrence in the County of Douglas and State of Kansas, of the first part, and

John L. Hibb of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of Eighteen hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has s sold, and by these presents do ss 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:-

Lots No Seventeen & Eighteen (17 & 18) Missouri Street in Block No. Twenty-two (22) Simolains Addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 7 of the first part therein. And the said Party of the first part 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 Eighteen hundred DOLLARS, according to the terms of an certain promissory note this day executed by said party of the first part to the said part 7 of the second part; said note being given for the sum of Eighteen hundred DOLLARS, date Brownsville, July 3rd, 1916, due and payable in five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of one dollar and 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 7 of the first part hereby agree to 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 not less than Twenty hundred DOLLARS,

and to keep the said premises insured in favor of said mortgagee in the sum of \_\_\_\_\_ DOLLARS, according to proof, and to keep the said premises insured in favor of said mortgagee in the sum of \_\_\_\_\_ DOLLARS, in case 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 1<sup>st</sup> 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 upon 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 2<sup>nd</sup> of the second part, and all sums paid by the part 1<sup>st</sup> of the second part for insurance shall be due and payable or not, at the option of the part 2<sup>nd</sup> of the second part; and it shall be lawful for the part 2<sup>nd</sup> of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby referred, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 2<sup>nd</sup> 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 2<sup>nd</sup> making such sale, on demand, to the said J.P. Benedict or his heirs and assigns.

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

Signed, sealed and delivered in presence of \_\_\_\_\_

STATE OF KANSAS

Douglas

BE IT REMEMBERED, That on this 2nd day of July A. D. 1914  
before me, the undersigned, a Notary Public  
in and for said County and State, came

in and for said County and State, came F. R. Benedict a widower  
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. SO

My commission expires September 15 1918.  
 This instrument was filed for record on the 10th day of July, A. D. 1916, at 4:05 o'clock P.M.  
Hoyd L. Lawrence Notary Public.  
 Register of Deeds.  
 By Geo. C. H. H. H. Deputy

The following is based on the original transcript:

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 2<sup>nd</sup> day of ~~February~~ March, A. D. 1966.

Recorded Feb 21 1922.

Eastern 7 or back

Register of Deeds.  
Ernest Buckner - Dep.

For description, see Bond 62, page 304.