

## MORTGAGE RECORD

This Indenture Made this 8th day of August in the

year of our Lord one thousand nine hundred sixteen  
E. Arnold and Maud M. Arnold, his wife  
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
The Hoofard Lumberment and Mortgage Company,  
a corporation of the second part:

WITNESSETH. That the said part 1st of the first part, in consideration of the sum of  
Two Thousand (\$2000.00) DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do well grant, bargain, sell and mortgage  
 to the said part 2d 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:

The South Forty (30) feet of Lot Number two and the North Twenty (20)  
feet of Lot three in Parkers Addition to the City of Lawrence  
Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said  
E. Arnold and Maud M. Arnold, his wife do well hereby covenant and  
 agree that at the delivery hereof they are the lawful owners of the premises abovegranted 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 Two Thousand (\$2000.00)

DOLLARS,

according to the terms of one certain promissory note this day executed by said  
E. Arnold and Maud M. Arnold, his wife  
 to the said part 2d of the second part; said note being given for the sum of Two Thousand (\$2000.00) DOLLARS,

dated August 8th 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 40 year 5

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 1st 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 Two Thousand (\$2000.00) 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  
 costs, and insure the same at the expense of the part 1st 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, to sell the  
 and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 1st of the second part,  
 and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 2d of the second  
 part; and it shall be lawful for the part 2d of the second part its executors, administrators or assigns, at any time thereafter, to sell the  
 premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 2d of the  
 second part, its 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 1st making such sale, on demand, to the said parties of the first part, their heirs and assigns

IN TESTIMONY WHEREOF, The said part 1st of the first part ha hereunto set their hand and seals the  
 the day and year last above written.

Signed, sealed and delivered in presence of

E. T. Arnold (SEAL)  
Maud M. Arnold (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 8th day of August A. D. 1916

before me, the undersigned Notary Public  
 in and for said County and State, came E. T. Arnold and Maud M. Arnold  
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.

Arthur M. Spaulding

Notary Public.

My commission expires March 11 1920

This instrument was filed for record on the 9 day of Aug A. D. 1916 at 2 o'clock P. M.

Floyd L. Lawrence

Register of Deeds.

By                      Deputy.

This mortgage is subject to the provisions of the Act of March 1, 1915, Chapter 101, Laws of Kansas, which provides that any mortgage made after the date of said Act shall be subject to the provisions of said Act.

attested: Arthur M. Spaulding Notary Public

Recorded May 26th 1922  
Edith M. Paulding, Register  
 For Assignment See Book 62 Page 390.