

MORTGAGE RECORD

This Indenture Made this 23rd day of August in the

year of our Lord one thousand nine hundred and seventeen, between Helen Root Mc Mash and John Mc Mash, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

C. H. Tucker of the second part:

Witnesseth, That the said part res of the first part, in consideration of the sum of Five 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 part res 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: Southwest Quarter (22 1/4) of Northeast Quarter (36 3/4) of Section Twenty Six (26) Township Thirteen (13) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said part res of the first part therein. And the said parties of the first part

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 with warrant defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Five hundred & no/100 DOLLARS,

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

to the said part res of the second part; said note being given for the sum of Five hundred & no/100 DOLLARS,

dated August 23 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 ten coupons of twenty seven 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 res 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 Five 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 part res 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 sums paid by the part res of the second part for insurance shall be due and payable or not, at the option of the part res of the second part; and it shall be lawful for the part res 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, appraisement hereby waived or not, at the option of the part res 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 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 res making such sale, on demand, to the said their heirs and assigns

IN TESTIMONY WHEREOF, The said part res of the first part have hereunto set their hand 5 and seal 5 the day and year last above written.

Signed, sealed and delivered in presence of

Helen Root Mc Mash (SEAL)
John Mc Mash (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 23rd day of August A. D. 19 16

before me, A. F. Flinn a Notary Public

in and for said County and State, came Helen Root Mc Mash and

John Mc Mash, her husband

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.

A. F. Flinn

My commission expires April 10 19 17

This instrument was filed for record on the 23 day of Aug A. D. 19 16, at 3 o'clock P. M.

Flagg L Lawrence

Register of Deeds.

By _____ Deputy.

Recorded July 23 1916
E. Estelle Northrup
County of Douglas
C. H. Tucker

This mortgage is acknowledged to be the act and deed of the mortgagor and is duly acknowledged before me on the day and year last above written.