

MORTGAGE RECORD

This Indenture Made this

15th

day of November

in the

year of our Lord one thousand nine hundred

1916

between

Samuel J. Bryan, a widower

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 party of the first part, in consideration of the sum of

Three hundred

DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has 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:

Lot No. Nine (9) in Block Twenty-two (22), Sinclair's Addition, City of Lawrence,

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

Samuel J. Bryan

does hereby covenant and

agree that at the delivery hereof he is the lawful owner of the premises abovegranted 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

Three hundred

DOLLARS,

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

Samuel J. Bryan

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

Three hundred

DOLLARS,

dated November 15, 1916, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of five

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 party 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the first part; and it shall be lawful for the party of the first 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 party of the first 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 party of the first part, making such sale, on demand, to the said Samuel J. Bryan, his heirs and assigns

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal.

the day and year last above written.

Signed, sealed and delivered in presence of

Samuel J. Bryan

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County

ss.

BE IT REMEMBERED, That on this 15 day of November A. D. 1916

before me, C. H. Tucker, a Notary Public

in and for said County and State, came

Samuel J. Bryan, 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.

My commission expires December 23, 1917

This instrument was filed for record on the 16 day of November, A. D. 1916, at 10:10 o'clock A. M.

Hoyd L. Lawrence

Register of Deeds.

By: C. H. Tucker Deputy.

The following is endorsed on the original instrument.
 This note herein described having been paid in full, this mortgage is hereby
 released with the lien thereby created discharged.
 Witness my hand this 9 day of November A. D. 1916
 C. H. Tucker
 Notary Public
 Registered

Recorded Nov. 9th 1916
 Seal C. H. Tucker
 Register of Deeds