

# MORTGAGE RECORD

This Indenture Made this 15<sup>th</sup> day of January in the year of our Lord one thousand nine hundred twentieth between Cassie A. Quinlan, a Single Woman 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 1<sup>st</sup> of the first part, in consideration of the sum of Twelve hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage to the said part 2<sup>nd</sup> of the second part, her 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 Eighty Seven 1871 Pennsylvania Street City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Cassie A. Quinlan do she hereby covenant and agree that at the delivery hereof she 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 she 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 DOLLARS,

according to the terms of her certain promissory note Twelve hundred DOLLARS, to the said part 2<sup>nd</sup> of the second part; said note being given for the sum of Twelve hundred DOLLARS,

dated January 15<sup>th</sup> 1917, due and payable in One year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and Two coupons of thirty six 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 1<sup>st</sup> 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 her mortgagee, in the sum of fifteen 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 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 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 1<sup>st</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 her 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 2<sup>nd</sup> of the second part, her 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 Cassie A. Quinlan her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1<sup>st</sup> of the first part has she hereunto set her hand and seal her the day and year last above written.

Signed, sealed and delivered in presence of Cassie A. Quinlan (SEAL) C. H. Tucker (SEAL)

STATE OF KANSAS }  
Douglas County } ss.



BE IT REMEMBERED, That on this 15<sup>th</sup> day of January A. D. 1917, before me, W. F. Plinn, a Notary Public in and for said County and State, came Cassie A. Quinlan a Single Woman

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 April 10<sup>th</sup> 1918. This instrument was filed for record on the 7<sup>th</sup> day of February A. D. 1917 at 11<sup>30</sup> o'clock A.M.

W. F. Plinn Notary Public.  
Estelle Northrop Register of Deeds.  
By W. L. Armstrong Deputy.

The note hereto described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this 15<sup>th</sup> day of January A. D. 1917.  
C. H. Tucker  
 Recorded May 1<sup>st</sup> 1922  
Estelle Northrop Register of Deeds.  
Juno Flora Dep.

Recorded Oct 28 1922