

MORTGAGE RECORD

This Indenture Made this Sixthday of April

in the

year of our Lord one thousand nine hundred seventeen

between

Andrew J. Martin and Lucrea E. Martin husband and wifeof Lawrencein the County of Douglas

and State of Kansas, of the first part, and

C. H. Tucker

of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two hundred seventy five

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgageto the said part of of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas andState of Kansas, described as follows to-wit: lots eight (8), nine (9) and (10) addition ten (10)in that part of the city of Lawrence, formerly known as North Lawrencewith the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties ofthe first part do hereby covenant andagree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritancetherein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intendedas a Mortgage to secure the payment of the sum of Two hundred seventy five and 00/100

DOLLARS,

according to the terms of one certain promissory note on this day executed by said parties of the first partto the said part of of the second part; said note being given for the sum of Two hundred seventy five

DOLLARS,

dated April 6th 1917, 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 Nine and 60/100

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 is of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue onaccount thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Three 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 is of the first part, and the expense of said 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 inter-

est 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 is of the second part,and all sums paid by the part is of the second part for insurance, shall be due and payable or not, at the option of the part is of the secondpart; and it shall be lawful for the part is of the second part his executors, administrators or assigns, at any time thereafter, to sell thepremises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part is of thesecond 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 is making such sale, on demand, to the said parties of the first part their heirs and assignsIN TESTIMONY WHEREOF, The said part is of the first part have hereunto set their hand S. and seal S.

the day and year last above written.

Signed, sealed and delivered in presence of

Andrew J. Martin

(SEAL)

Lucrea E. Martin

(SEAL)

STATE OF KANSAS

Douglas County } ss.BE IT REMEMBERED, That on this 6th day of April A. D. 19 17before me, A. F. Shinn Notary Publicin and for said County and State, came Andrew J. Martin and Lucrea E.Martin, husband and 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.

A. F. ShinnMy commission expires April 10th 19 17

Notary Public.

This instrument was filed for record on the 6th day of April A. D. 19 17 at 3:30 o'clock P.-M.Estelle Mathias

Register of Deeds.

By _____ Deputy.

The following is endorsed on the original instrument:

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

Attest

Recorded April 30, 1917

J. E. Williams
Register of Deeds30 day of April A. D. 1917
C. H. Tucker