

## MORTGAGE RECORD

This Indenture Made this

26<sup>th</sup>

day of April

in the

year of our Lord one thousand nine hundred &amp; seventeen

Oliver P. Barber &amp; Fannie B. Barber his wife

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<sup>ies</sup> of the first part, in consideration of the sum of

Twenty 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<sup>ies</sup> of the second part, their 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 North West Quarter of Section No. Thirteen (13)

Township No. Thirteen (13) of Range No. Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said part<sup>ies</sup> of the first part therein. And the said

Parties of the first part

do 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 Twenty five hundred

DOLLARS,

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

parties of the first part

to the said part<sup>ies</sup> of the second part; said note being given for the sum of

Twenty five hundred

DOLLARS,

dated April 26<sup>th</sup> 1917, due and payable in five year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of twenty 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 part<sup>ies</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 said mortgagee, in the sum of

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<sup>ies</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<sup>ies</sup> of the second part,and all sums paid by the part<sup>ies</sup> of the second part for insurance, shall be due and payable or not, at the option of the part<sup>ies</sup> of the secondpart; and it shall be lawful for the part<sup>ies</sup> of the second part, their 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<sup>ies</sup> of the

second part, their 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<sup>ies</sup> of the second part, making such sale, on demand, to the said parties of the first part, their heirs and assignsIN TESTIMONY WHEREOF, The said part<sup>ies</sup> of the first part have hereunto set their hand and seal the

day and year last above written.

Signed, sealed and delivered in presence of

Oliver P. Barber

(SEAL.)

Fannie B. Barber

(SEAL.)

STATE OF KANSAS

Douglas

County

ss.

BE IT REMEMBERED, That on this 26<sup>th</sup> day of April

A. D. 1917

before me, A. F. Blinn, a Notary Public

in and for said County and State, came Oliver P. Barber &amp; Fannie B. Barber

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.

A. F. Blinn

My commission expires April 10<sup>th</sup> 1917

Notary Public.

This instrument was filed for record on the 26<sup>th</sup> day of AprilA. D. 1917, at 9<sup>50</sup> o'clock A.M.

Estate Northrup

Register of Deeds.

By Deputy.

When returned to the original instrument, the mortgage herein described having been paid in full, this mortgage is hereby released and the same is to be returned to the mortgagor. A. D. 1917.

Recorded April 26 1917

Estate Northrup, Register of Deeds

Fannie B. Barber, Reg.