

MORTGAGE RECORD

This Indenture Made this 7th day of April in the year of our Lord one thousand nine hundred seventeen, between The Hosford Investment and Mortgage Company, a corporation of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank

of the second part: WITNESSETH, That the said part y of the first part, in consideration of the sum of Three Thousand (\$3000.00) DOLLARS to it duly paid, the receipt of which is hereby acknowledged, ha it sold, and by these presents do it grant, bargain, sell and mortgage to the said part y of the second part, its 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 East Half of the South West Quarter of Section Twenty-two (22) Township Thirteen (13) Range Eighteen (18) Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof its 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 it 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 Thousand (\$3000.00) DOLLARS,

according to the terms of one certain promissory note this day executed by said party of the first part to the said part y of the second part; said note being given for the sum of Three Thousand (\$3000.00) DOLLARS,

dated April 7th 1917, due and payable in two year S from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and four coupons of minuty 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 y 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 Six Hundred (\$600.00) 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or, at the option of the part y of the second part, it shall be lawful for the part y of the second part, in the manner prescribed by law, appraisement hereby waived or, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or, at the option of the part y of the second part, its 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 ies making such sale, on demand, to the said party of the first part, its heirs and assigns

IN TESTIMONY WHEREOF, The said part y of the first part ha it hereunto set its hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS }
Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of April A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, came C. B. Hosford, President of the Hosford Investment and Mortgage Company, a corporation duly organized under the laws of the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same to be his act and deed, and he being with me in Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Geo. H. Kuhn Notary Public.
My commission expires Jan. 25 1918.
This instrument was filed for record on the 7 day of May A. D. 1917, at 10¹⁵ o'clock A.M.

Expelle D. Pothrup Register of Deeds.
By _____ Deputy.

This instrument is subject to the record mortgage in book 100 and page 100 of the mortgage records of Douglas County, Kansas, and the same shall be discharged. At witness my hand this 20th day of April, A. D. 1917.

Lawrence National Bank
By J. G. Moore, Vice Pres.
(Corp. Seal)

Recorded Sept. 21st 1920
Expelle D. Pothrup
Register of Deeds