

MORTGAGE RECORD

This Indenture

Made this 18th day of May in the year of our Lord one thousand nine hundred seventeen, between Daniel T. Gray and Etta Gray, his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. R. Williams of the second part:

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

Nine Hundred and Fifty (\$950.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we grant, bargain, sell and mortgage to the said part us 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 numbers One hundred and thirteen (13), One hundred and fifteen (15), One hundred and seventeen (17), and One hundred and nineteen (19), all on Wabasha Street in Block number Thirty-six (36) in that part of the city of Lawrence, known as west Lawrence in said County and State.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Daniel T. Gray and Etta Gray do hereby covenant and agree that at the delivery hereof they as 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 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 Nine Hundred and Fifty (\$950.00) DOLLARS,

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

Parties of the first part to the said part us of the second part; said note being given for the sum of Nine hundred and fifty (\$950.00) Interest 7% semi-annually DOLLARS, dated May 18th, due and payable in Two year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of \$38.25

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 us 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 _____ 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 us of the second part, and all sums paid by the part us of the second part for insurance shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us of the second 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 part us of the second 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 us making such sale, on demand, to the said first parties heirs and assigns

IN TESTIMONY WHEREOF, The said part us 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

Daniel T. Gray (SEAL.)
Etta Gray (SEAL.)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 18 day of May A. D. 1917, before me, Geo. W. Kahne a Notary Public in and for said County and State, came Daniel T. Gray and Etta Gray, his wife to me personally known to be the same person us 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.

Geo. W. Kahne

My commission expires Jan. 25 1918 Notary Public.

This instrument was filed for record on the 18th day of May A. D. 1917; at 7:50 o'clock P. M.

Estelle Northrup

Register of Deeds.

By Lo. Reine Walton Deputy.

For assignment by Book 22 Page 134.
For assignment by Book 57 Page 264.
For assignment by Book 57 Page 264.