

## MORTGAGE RECORD

This Indenture Made this 31stday of May

in the

year of our Lord one thousand nine hundred Seventeen

between

Maude E. Naismith and Jas. Naismith, wife and husband,of Lawrencein the County of Douglas

and State of Kansas, of the first part, and

Marjorie C. White of Lawrence, Kansas

of the second part:

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

One Hundred and Twenty Five (\$25.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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: Lots Nos. Nineteen (19) and Twenty (20) in Block number Twenty in "University Place Annex" a plot of which was recorded in Plat Book Numbers Two (2) of Douglas County Records on December 27th, 1888.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Maude E. Naismith and Jas. Naismith do hereby covenant and agree that at the delivery hereof they are 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 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

One Hundred and Twenty Five

DOLLARS,

according to the terms of one certain promissory note, this day executed by saidparties of the first partto the said parties of the second part; said note being given for the sum ofOne Hundred Twenty Five and 00/100

DOLLARS,

dated Lawrence, Kansas, May 31st, 1917 due and payable in Three year 2 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 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 parties 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part, and it shall be lawful for the parties of the second part, their 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 parties 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 parties of the second part, making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part has set hereunto set their 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 31 day of May A. D. 1917, before me, D. L. Eddy a Notary Public in and for said County and State, came Maude E. Naismith and Jas. Naismith, wife and husband, who are not personally known to be the same person as 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.

D. L. Eddy

Notary Public.

My commission expires March 5 1920.This instrument was filed for record on the 1st day of June A. D. 1917, at 10:15 o'clock A.M.Estelle Northrup

Register of Deeds.

By L. Marie Walters 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.

Witness my hand this 14th day of June A. D. 1917Attest: Marjorie C. WhiteEdgar C. Clark - her husbandRich. M. McKimHarriet S. Crother

Recorded June 16, 1917

D. L. Eddy

Register of Deeds.