

## MORTGAGE RECORD

This Indenture Made this Thirtieth day of August in the year of our Lord one thousand nine hundred and Fifteen, between Bertie Lutz, widow of John Lutz, (deceased) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Chas. Fehle of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifty DOLLARS to the said part 2nd of the second part, 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 No. One hundred and thirty-two (132) on New Jersey Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Bertie Lutz do hereby covenant and agree that at the delivery hereof she is 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 she 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 Fifty DOLLARS,

according to the terms of certain promissory note, this day executed by said Bertie Lutz.

to the said part 2nd of the second part; said note being given for the sum of Fifty DOLLARS,

dated August 30, 1915, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of one year from date thereof, 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 1st 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

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 1st 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 1st of the second part, and all sums paid by the part 1st of the second part for insurance shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd 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 2nd 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 2nd making such sale, on demand, to the said Bertie Lutz heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part has hereunto set her hand and seal

the day and year last above written. Signed, sealed and delivered in presence of Bertie Lutz (SEAL) Bertie Lutz (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 30 day of August A. D. 1915, before me, John M. Newlin, a Notary Public in and for said County and State, came

L.S.

Bertie Lutz 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.

My commission expires March 10 1917. Notary Public.

This instrument was filed for record on the 22 day of June A. D. 1917, at 3:21 o'clock P.M.

Bertie Lutz

Register of Deeds.

By L. P. Walton Deputy.

The following is referred to as the original instrument: This instrument is hereby released and the same is hereby acknowledged. At witness my hand this 25th day of June, A. D. 1917.

John M. Newlin  
Notary Public  
State of Kansas

Recorded June 28th 1917

Bertie Lutz  
Register of Deeds