

MORTGAGE RECORD

This Indenture Made this firstday of July

in the

year of our Lord one thousand nine hundred seventeen

between

John S. Schleifer and Elizabeth M. Schleifer, his wifeof Lawrence in the County of Douglas and State of Kansas, of the first part, andElizabeth S. Attee,

of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum ofTen hundred

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents doto the said part ies of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas andState of Kansas, described as follows to-wit: Lot No. Eighty-five (85) (Rhodes SchoolStreet, City of Lawrence,with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said John S. Schleiferand Elizabeth M. Schleifer

do hereby covenant and

agree that at the delivery hereof they the lawful owners of the premises abovegranted and seized of a good and indefeasible estate of inheritancetherein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intendedas a Mortgage to secure the payment of the sum of Ten hundred

DOLLARS,

according to the terms of one certain promissory note this day executed by said John S. Schleifer andElizabeth M. Schleiferto the said part ies of the second part; said note being given for the sum ofTen hundred

DOLLARS,

dated July 6, 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 ten coupons of thirty

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 ies 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

\$2000.00 Fire and \$1200.00 Tornado Insurance

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 ies 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 ies of the second part,and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the secondpart; and it shall be lawful for the part ies of the second part her 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 ies of thesecond part, her 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 parties of the first part, their heirs and assignsIN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hands 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 9 day of July A. D. 1917,before me, A. F. Flynn, Notary Publicin and for said County and State, came John S. Schleifer and ElizabethM. Schleifer, his wife

to me personally known to be the same persons 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. Flynn

Notary Public.

My commission expires April 10 1919.This instrument was filed for record on the 9 day of July A. D. 1917 at 9:25 o'clock P. M.Estelle Northrup

Register of Deeds.

By Lois Marie Walton Deputy.

This instrument is returned as an affidavit instrument and as such is not subject to recording. As witness my hand this 9th day of July 1917.

Elizabeth S. AtteeJohn S. SchleiferRegister of Deeds

Recorded Dec 27 1920.

Estelle NorthrupJohn S. Schleifer