

MORTGAGE RECORD

This Indenture Made this Twenty fifth day of August in the year of our Lord one thousand nine hundred and seventeen between Emma Hagaw and Will Hagaw her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and President of Trustees of Kansas Yearly Meeting of Friends, Incorporated of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Six Hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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: Commencing 707⁵⁵ feet South of the South East corner of Lot 9, Block 4 of Blockley's addition to the City of Lawrence, thence running due West 117 feet, thence due South 50 feet thence due East 117 feet, thence due West 50 feet to Place of beginning in Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Emma Hagaw and Will Hagaw do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Six Hundred DOLLARS,

according to the terms of one certain promissory note on this day executed by said Emma Hagaw and Will Hagaw

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

dated August 25 1917, due and payable in Five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Eighteen 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 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 Six 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 2nd of the second part, and all sums paid by the part 2nd 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, appraisalment 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 Emma Hagaw heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have set hereunto set their hand 5 and seal the day and year last above written.

Signed, sealed and delivered in presence of

Emma Hagaw (SEAL)
Will Hagaw (SEAL)

STATE OF KANSAS }
Douglas County ss.

BE IT REMEMBERED, That on this 25th day of August A. D. 1917, before me, John M. Newlin Notary Public in and for said County and State, came Emma Hagaw and Will Hagaw

L. S.

John M. Newlin 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 20 1919.
This instrument was filed for record on the 25th day of August A. D. 1917, at 320 o'clock P.M.

Estelle Northrup Register of Deeds.
By _____ Deputy.

The above herein described is the entire instrument. The same has been paid in full. This mortgage is hereby released and the same is hereby discharged. As witness my hand this 25th day of August, A. D. 1917.

Recorded - June 9 1922
Estelle Northrup
Register of Deeds
John M. Newlin
Notary Public

Recorded - April 14 1919