

MORTGAGE RECORD

This Indenture Made this 29thday of August

year of our Lord one thousand nine hundred Seventeen (1917) in the
 between Charles V. Hughes and Clara Hughes, his wife,
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Maudie E. Smith

of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four Hundred Fifty and no/100 (\$450.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: Commencing at the North East corner of Block Number Nine (9) in that part of the City of Lawrence, known as North Lawrence, thence West on the South line of First Street Two Hundred Seventy (270) feet; thence South One Hundred Seventeen (117) feet; thence East Fifty (50) feet; thence North One Hundred Seventeen (117) feet; thence West Fifty (50) feet to the place of beginning, in the 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 Charles V. Hughes and Clara Hughes, his wife do hereby covenant and agree that at the delivery hereof they 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 Four Hundred Fifty and No/100 DOLLARS,

according to the terms of one certain promissory note — this day executed by said Charles V. Hughes and Clara Hughes, his wife,

to the said part y of the second part; said note being given for the sum of Four Hundred Fifty and No/100 DOLLARS, dated August 29th, 1917 due and payable in three years — from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and three coupons of \$1.50 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 Four Hundred Fifty and No/100 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 y of the second part, and all sums paid by the part y of the second part for insurance shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part her 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 y of the second 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 y making such sale, on demand, to the said Charles V. Hughes heirs and assigns

IN 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

Charles V. Hughes (SEAL.)
Clara Hughes (SEAL.)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 30 day of August A. D. 1917, before me, Frank E. Banks, a Notary Public in and for said County and State, came Charles V. Hughes and Clara Hughes, his wife 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.

Frank E. Banks

Notary Public.

My commission expires November 8th 1918.This instrument was filed for record on the 30 day of August A. D. 1917, at 3:00 o'clock P. M.Estelle Northrup

Register of Deeds.

By L. Reine Walton Deputy.

This following is referred to on the original instrument
 Your name herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created is discharged. As witness my hand this 1st day of September A. D. 1917.

Maudie E. Smith
Anne E. Bruce

Recorded April 14th 1919

Estelle Northrup
 Register of Deeds