

MORTGAGE RECORD

Reg Fee #140
754

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.
A witness my hand this 2nd day of March - A. D. 1925 -
Minnie A. Bonar

Recorded Mar. 3 - 1925
Paul C. Williams
Register of Deeds

This Indenture Made this First day of September in the year of our Lord one thousand nine hundred seventeen (1917) between Clara V. Love and E. C. Love of Lawrence in the County of Douglas and State of Kansas, of the first part, and Minnie A. Bonar of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Two Thousand and no/100 (\$2,000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, their 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 Numbered Four (4) in Block Numbered Seventeen (17) in that part of the City of Lawrence known as the following: Beginning at the South West corner of said Lot Four (4); thence North Seventy Five (75) feet; thence East Two Hundred (200) feet; thence South Sixty Five (65) feet; thence West two Hundred (200) feet to the point of Beginning.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Clara V. Love and E. C. Love, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted 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 Two Thousand and no/100 DOLLARS,

according to the terms of one certain promissory note this day executed by said Clara V. Love and E. C. Love, her husband to the said part of of the second part; said note being given for the sum of Two Thousand and no/100 DOLLARS,

dated September 4, 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 6 coupons of Sixty 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 all of the first part hereby agree to 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 Fifty hundred 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 all 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of 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 of 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 of making such sale, on demand, to the said Clara V. Love heirs and assigns

IN TESTIMONY WHEREOF, The said part all 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 3rd day of September A. D. 1917, before me, Frank E. Banks, a Notary Public in and for said County and State, came Clara V. Love and E. C. Love, her husband 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.

My commission expires November 2nd 1925.

This instrument was filed for record on the 30 day of November A. D. 1917, at 4:13 o'clock P. M.

Esther Madsen
Register of Deeds.

By Fernu Flora Deputy.

Clara V. Love (SEAL.)
E. C. Love (SEAL.)

(L.S.)