

# MORTGAGE RECORD

This Indenture Made this First day of September in the year of our Lord one thousand nine hundred and twentieth between Chas. A. Shull and Lena M. Shull his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. E. Spalding of the second part;

WITNESSETH, That the said part all of the first part, in consideration of the sum of Two hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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: All of lot 14 Block 9 University Place an Addition to the City of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said First Parties 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 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 hundred and no/100 DOLLARS,

according to the terms of one certain promissory note the this day executed by Chas. A. Shull and Lena M. Shull, his wife, to the said part of of the second part; said note being given for the sum of Two hundred and no/100 DOLLARS,

dated September First 1917 due and payable in six months year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of one dollar 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 Two hundred or more 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 all 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 of 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 of making such sale, on demand, to the said party of the first part heirs and assigns

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

Signed, sealed and delivered in presence of  
Chas. A. Shull (SEAL)  
Lena M. Shull (SEAL)

STATE OF KANSAS }  
Douglas County } ss.

BE IT REMEMBERED, That on this 6 day of September A. D. 1917, before me, Chas. A. Shull and Lena M. Shull a Notary Public in and for said County and State, came Chas. A. Shull and Lena M. Shull, his wife, to me personally known to be the same person who 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 January 31 1920 Notary Public,  
F. Henry Perkins  
 This instrument was filed for record on the 25 day of November A. D. 1917, at 2:50 o'clock P.M.

Estelle Norchuck  
 Register of Deeds.  
 By Fernu Flaw Deputy.

This mortgage is based on the original instrument. The mortgagee hereby certifies that the mortgagee has been duly notified and has been duly advised of the contents of the original instrument. The mortgagee hereby certifies that the mortgagee has been duly notified and has been duly advised of the contents of the original instrument. The mortgagee hereby certifies that the mortgagee has been duly notified and has been duly advised of the contents of the original instrument.

Received Feb. 9 1918  
Estelle Norchuck  
 Register of Deeds.

in the  
 between  
 the first part, and  
 of the sum of  
 DOLLARS  
 and mortgage  
 of Douglas and  
 State of Kansas,  
 of the first part,  
 and  
 of the second part;  
 of the sum of  
 DOLLARS  
 to  
 of the first part,  
 in consideration of the sum of  
 DOLLARS  
 to  
 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:  
 Addition to the City of Lawrence, Kansas.  
 with the appurtenances, and all the estate, title and interest of the said part  
 of the first part therein. And the said  
 do hereby covenant and agree that at the delivery hereof  
 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  
 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  
 DOLLARS,  
 according to the terms of  
 certain promissory note  
 this day executed by  
 to the said part  
 of the second part; said note being given for the sum of  
 DOLLARS,  
 dated  
 due and payable in  
 year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and  
 coupons of  
 dollar 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  
 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  
 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  
 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 the second part, and all sums paid by the part  
 of the second part for insurance, shall be due and payable or not, at the option of the part  
 of the second part; and it shall be lawful for the part  
 of the second part  
 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 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  
 making such sale, on demand, to the said  
 heirs and assigns