

MORTGAGE RECORD

This Indenture Made this Sixth day of January in the year of our Lord one thousand nine hundred and eighteen between Oliver E. Barber & Eva L. Barber (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Alicia Nolan of the second part:

WITNESSETH That the said part one of the first part, in consideration of the sum of Five hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part two 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: Lot Number Five (5) Olmstead Subdivisions of East half (1/2) of Block No. Forty Seven (47) in that part of the City of Lawrence known as West Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said Oliver E. Barber and Eva L. Barber do hereby covenant and agree that at the delivery hereof they as 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 Five hundred DOLLARS,

according to the terms of one certain promissory note this day executed by said Oliver E. Barber and Eva L. Barber to the said part two of the second part; said note being given for the sum of Five hundred DOLLARS,

dated January 6, 1918, 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 six coupons of Fifty 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 one 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 Five hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part one 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one 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 one 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 one making such sale, on demand, to the said Oliver E. Barber heirs and assigns

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

Signed, sealed and delivered in presence of

Oliver E. Barber (SEAL)
Eva L. Barber (SEAL)

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 6 day of January A. D. 1918, before me, John M. Newlin, a Notary Public in and for said County and State, came Oliver E. Barber, Eva L. Barber

who are 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. John M. Newlin Notary Public.

This instrument was filed for record on the 21st day of January A. D. 1918, at 3:50 o'clock P M.

Estelle Northrup Register of Deeds.

By _____ Deputy.

This mortgage is endorsed as the original instrument. The mortgagee herein described having been paid in full, this mortgage is hereby released and the same is hereby ordered discharged. As witness my hand this 12th day of July, A. D. 1918.

Recorded July 23rd 1918
Estelle Northrup
Register of Deeds