

MORTGAGE RECORD

This Indenture Made this

10

day of February

in the

year of our Lord one thousand nine hundred & Eighteen

between

Albert Mc Nish & Laura E. Mc Nish  
of Lawrence, in the County of Douglas  
Watkins National Bank

and State of Kansas, of the first part, and

of the second part:

WITNESSETH, That the said part-ies of the first part, in consideration of the sum of

Twenty five hundred

DOLLARS

to the said part-ies, the receipt of which is hereby acknowledged, ha-ve sold, and by these presents do- grant, bargain, sell and mortgage to the said part-ies of the second part, its successors 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 No. Sixty four (64) Vermont Street, 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

parties of the first part

do hereby covenant and

agree that at the delivery hereof they are the lawful owner- 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 Twenty five hundred

DOLLARS,

according to the terms of certain promissory note- this day executed by said

parties of the first part

to the said part-ies of the second part; said note being given for the sum of

Twenty five hundred

DOLLARS,

dated February 10 1918, due and payable in one

with interest thereon from the date thereof until paid according to the terms of said note and coupons of \$7.50

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

One thousand

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-ies of the second part, and all sums paid by the part-ies of the second part for insurance, shall be due and payable or not, at the option of the part-ies of the second part; and it shall be lawful for the part-ies of the second part- to execute, assign, 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-ies of the second part, to the executor, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due for 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-ies making such sale, on demand, to the said parties of the first part, their heirs and assigns

IN TESTIMONY WHEREOF, The said part-ies 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

Albert Mc Nish (SEAL.)  
Laura E. Mc Nish (SEAL.)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 16 day of Feb'y. A. D. 1918

before me, A. F. Flynn, a Notary Public

in and for said County and State, came Albert Mc Nish and Laura E.

Mc Nish, his wife, who are

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.

My commission expires April 10 1919

Notary Public.

This instrument was filed for record on the 16th day of February A. D. 1918, at 2 o'clock P. M.

Estelle Northrup  
Register of Deeds.

By Deputy.

Recorded May 11 1922  
Estelle Northrup  
Register of Deeds  
S. H. Tucker, Clerk

The foregoing is returned as the original instrument  
and the same has been paid in full, this mortgage is hereby released and the  
same money returned discharged. As witness my hand this 16th day of February, A. D. 1918