

MORTGAGE RECORD

This Indenture Made this eighteenthday of Januaryyear of our Lord one thousand nine hundred and eighteenbetween J. Gordon Kibb and Maude M. Kibb, his wifeof Lawrence, in the County of Douglas and State of Kansas, of the first part, andHenry Albach, administrator of estate of J. J. Gray

of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Five Thousand (\$5000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have here sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, his 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:

Beginning at a point on the South boundary of the South East quarter, Section 16, Township 34 North, Range 20 West, five (5) chains East of the South West corner of said Quarter Section; thence East four (4) chains, fifty (50) links; thence North ten (10) chains; thence West four (4) chains, fifty (50) links; thence South ten (10) chains to place of beginning containing more or less, one-half (1/2) acres more or less, in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said J. Gordon Kibb and Maude M. Kibb, his wife do hereby covenant and agree that at the delivery hereof they and 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 Five Thousand (\$5000.00) DOLLARS,

according to the terms of a certain promissory note this day executed by the J. Gordon Kibb and Maude M. Kibb, his wife to the said part of of the second part; said note being given for the sum of Five Thousand (\$5000.00) DOLLARS,

dated January 18, 1918, due and payable in five (5) year or from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 15000 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 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 Twenty Five Thousand (\$25000.00) 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 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, appraisal 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 first parties their heirs and assigns

IN TESTIMONY WHEREOF, The said part all of the first part have hereunto set their hand and seal

Signed, sealed and delivered in presence of

Roll H. HoodJ. Gordon KibbMaude M. Kibb

STATE OF KANSAS

Douglas

County

ss.

BE IT REMEMBERED, That on this 25 day of Jan A. D. 1918,before me, the undersigned, a Notary Publicin and for said County and State, came J. Gordon Kibb and Maude M. Kibb, his wifeto me personally known, to be the same person s who executed the above 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.

S. D. HoodMy commission expires April 10, 1921

Notary Public.

This instrument was filed for record on the 20 day of FebruaryA. D. 1918, at 10:10 o'clock A. M.Estelle Nachaupf

Register of Deeds.

By Fern H. Hood

Deputy.

This mortgage described herein was paid in full, this mortgage is hereby released and the same should be discharged. As witness my hand this 19th day of February, A. D. 1918.

Henry Albach, Admin.
Estate of J. J. Gray, deceased.

Roll H. Hood
Notary Public

Recorded Nov 6th 1920

Estelle Nachaupf
Register of Deeds.