

MORTGAGE RECORD

This Indenture

Made this 15th day of August in the year of our Lord one thousand nine hundred & eighteen between J. F. Mitchell and J. M. Mitchell his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Larson Edwin of Lawrence, Douglas Co., Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty one hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

The Southwest quarter (1/4) of section two (2), Township
Thirteen (13), Range Nineteen (19), and the right of way as taken
by the St. Louis, Lawrence & Denver R.R.

with the appurtenances, and all the estate, title and interest of the said parties 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 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 Thirty one hundred DOLLARS, according to the terms of a certain promissory note, this day executed by said J. F. Mitchell and J. M. Mitchell to the said party of the second part; said note being given for the sum of Thirty one hundred DOLLARS, dated August 15, 1918, due and payable in 3 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 108.50 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 parties 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 parties 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 parties of the first part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their 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 parties of the second part, their 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 parties of the first part, making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals 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 15th day of August A. D. 1918, before me, A. F. F. F., a Notary Public in and for said County and State, came J. F. Mitchell and J. M. Mitchell personally known to me, 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 6 day of September A. D. 1918, at 9:30 o'clock A. M.

Estelle W. Darr
Register of Deeds.

By Ferne Flora Deputy.

For Release see Book 65 Page 19.
For Release see Book 67 Page 570.
For Assignment see Book 57 Page 181.