

MORTGAGE RECORD

This Indenture Made this First day of March in the year of our Lord one thousand nine hundred seventeen (1917), between Elizabeth Kuse (formerly Elizabeth M. Farley) and F. H. Kuse, her husband of Lawrence, in the County of Douglas and State of Kansas, of the first part, and F. R. Barty of the second part:

WITNESSETH, That the said part second of the first part, in consideration of the sum of Twelve Hundred and no (\$1200.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have to sold, and by these presents do grant, bargain, sell and mortgage to the said part first 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: Lot One Hundred Sixty-eight (168) in Connecticut Street in the City of Lawrence Subject to Mortgage for \$250.00 + Flora Friedman, recorded in Book 49, Page 496.

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Elizabeth Kuse (formerly Elizabeth M. Farley) and F. H. Kuse do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Twelve Hundred and no (\$1200.00) DOLLARS,

according to the terms of one certain promissory note this day executed by said Elizabeth Kuse (formerly Elizabeth M. Farley) and F. H. Kuse, her husband to the said part first of the second part; said note being given for the sum of Twelve Hundred and no DOLLARS,

dated March first 1917, due and payable in five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of 72.00 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 second 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 and no 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 second 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 second of the second part; and it shall be lawful for the part first of the second part two 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 first of the second part two 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 first making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 1st day of March A. D. 1917, before me, Frank E. Baucke, a Notary Public in and for said County and State, came Elizabeth Kuse (formerly Elizabeth M. Farley) 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 November 5 1918.

This instrument was filed for record on the 1st day of March A. D. 1917 at 10 o'clock M.

State of Kansas }
Montgomery County } S. B.

Register of Deeds.

By Frank E. Baucke Deputy.

Be It Remembered, That on this 3rd day of March A. D. 1917, before me, Chas. T. Bickett, a Notary Public in and for said County and State, came F. H. Kuse, husband of said Elizabeth Kuse 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.

Recorded Sept 18, A.D. 1918
at 2:30 o'clock P.M.

Estelle T. Bickett
Register of Deeds.

Chas. T. Bickett
Notary Public
My Commission expires Aug 20, 1917.

This instrument is subject to the official record of the State of Kansas, and the same is hereby acknowledged. At witness my hand this 2nd day of March A. D. 1917.

Recorded March 2nd 1917

Estelle T. Bickett
Register of Deeds.

This instrument is subject to the official record of the State of Kansas, and the same is hereby acknowledged. At witness my hand this 2nd day of March A. D. 1917.

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