

MORTGAGE RECORD

This Indenture Made this First day of October in the year of our Lord one thousand nine hundred eighteen, between C. H. Clark and Alice Clark, his wife of Lexington, in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank, of Lawrence, Kansas of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of Seventy One Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do not grant, bargain, sell and mortgage to the said part one of the second part, it 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 North one half of Section Eleven of Township Twelve in range Eighteen

This mortgage is subject to a first mortgage of \$8000.00 given to the Union Central Life Insurance Co. of Cincinnati, Ohio.

with the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said C. H. Clark and Alice Clark 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 Seventy one hundred Dollars DOLLARS,

according to the terms of one certain promissory note one this day executed by said C. H. Clark and Alice Clark to the said part one of the second part; said note being given for the sum of Seventy one hundred DOLLARS, dated October first 1918, due and payable in six months year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and no coupons of no 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 no DOLLARS,

in no 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 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 be 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 one of the second part, and all sums paid by the part one 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 it 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 one of the second part; it 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 parties of the first part their heirs and assigns.

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

Signed, sealed and delivered in presence of C. H. Clark (SEAL) Alice Clark (SEAL)

STATE OF KANSAS } ss. Douglas County

BE IT REMEMBERED, That on this 2 day of Oct A. D. 1918, before me, J. H. Kreider a Notary Public in and for said County and State, came C. H. Clark and Alice Clark

(L.S.) 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 Jan 8 1922 Notary Public. J. H. Kreider
 This instrument was filed for record on the 3rd day of October A. D. 1918, at 9⁴⁵ o'clock A. M., Estelle Northrup Register of Deeds.

By _____ Deputy.

The foregoing is entered on the original instrument
 You have herein described having been paid in full, this mortgage is hereby terminated and the
 same thereby is null and void. As witness my hand this 2nd day of October A. D. 1918.
Estelle Northrup Register of Deeds.
Geo. H. Payne Clerk