

MORTGAGE RECORD

This Indenture Made this Twentieth day of January in the year of our Lord one thousand nine hundred and nineteen between Annice J. Hesse (widow) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and John M. Holliday of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Six hundred and fifty DOLLARS to her duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do not 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: Lot No. Eighty Eight (88) on New Jersey Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Annice J. Hesse do not hereby covenant and agree that at the delivery hereof she is 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 she 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 Six hundred and fifty DOLLARS, according to the terms of one certain promissory note this day executed by said Annice J. Hesse

to the said part of of the second part; said note being given for the sum of Six hundred and fifty DOLLARS, dated January 20 1919, due and payable in Five year 1 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and Five coupons of Twenty 360 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 of 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 mortgage, in the sum of Six hundred and fifty DOLLARS,

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of 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, appraisement 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 Annice J. Hesse heirs and assigns.

IN TESTIMONY WHEREOF, The said part of of the first part ha ve hereunto set her hand and seal this day and year last above written.

Signed, sealed and delivered in presence of

Frank M. Holliday

Annice J. Hesse (SEAL)

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 20th day of January A. D. 1919, before me, Frank M. Holliday, a Notary Public in and for said County and State, came Annice J. Hesse a widow

(L.S.)

whom 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. 21 1922

This instrument was filed for record on the 20th day of Janu A. D. 1919, at 5:25 o'clock P.M.

Estelle M. Holliday

Register of Deeds.

By _____ Deputy.

This mortgage is subject to the original instrument. The mortgage is hereby released and the mortgage is hereby discharged. As witness my hand this 20th day of January, A. D. 1919.

Recorded July 31st 1920
Estelle M. Holliday
Register of Deeds