

MORTGAGE RECORD

This Indenture Made this Firstday of Marchin the year of our Lord one thousand nine hundred and Twentiethbetween Robert B. Ulrich of Lawrence, Kansas, of the first part, and R. B. Johnston of Lawrence, Kansas, of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of Five thousand DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

South East quarter of Section Thirty Six (36) Township Thirteen (13) Range Nineteen (19) East. The North East quarter of Section one (1) Township Eastern (14) Range Nineteen (19) East of 6th S. M. The North East of the South East quarter Section One (1) Township Eastern (14) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Robert B. Ulrich do hereby covenant and agree that at the delivery hereof, he 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 he 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 DOLLARS, according to the terms of one certain promissory note this day executed by said Robert B. Ulrich

to the said party of the second part; said note being given for the sum of Five thousand DOLLARS, dated March 1st 1919, due and payable in three years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 1.50 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 party 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

Five thousand 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, 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 party of the second part, 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 party making such sale, on demand, to the said Robert B. Ulrich his heirs and assigns IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Robert B. Ulrich (SEAL.)

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 1st day of March, A. D. 1919, before me, R. B. Ulrich, a Notary Public in and for said County and State, came Robert B. Ulrich, a single man

who 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.

R. B. Ulrich

My commission expires March 18 1920 Notary Public.

This instrument was filed for record on the 3 day of March, A. D. 1919, at 1:30 o'clock P.M.

Edwin Northrup Register of Deeds.By Ernest Elora Deputy.

For Release See Book 27 Page 318