

## MORTGAGE RECORD

This Indenture Made this 18th day of February in the year of our Lord one thousand nine hundred and nineteen, between Louis Raymond Graham & Vivian F. Graham, his wife, of Lawrence, P.O., in the County of Douglas and State of Kansas, of the first part, and D. L. Brown of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty Three 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, 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:

The Southwest Quarter (1/4) of the Southwest Quarter (1/4) of the North-west Quarter (1/4) of Section Twenty-two (22), said  
The East Thirty (30) Acres of the Southeast Quarter (1/4) of Section Twenty-one (21) all in Township Twelve (12) South containing the aggregate Forty acres more or less.

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 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

Twenty three Hundred DOLLARS, according to the terms of one certain promissory note this day executed by said parties of the first part

to the said party of the second part; said note being given for the sum of Twenty Three Hundred DOLLARS,

dated February 18th 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 12 coupons of Eighty nine 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 agreed 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 Hundred 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 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part, and it shall be lawful for the part 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 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 the first part making such sale, on demand, to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Louis Raymond Graham (SEAL)  
Vivian F. Graham (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 18th day of February A.D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came Vivian F. Graham, his wife

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 July 19 1922  
This instrument was filed for record on the 18th day of February A.D. 1919, at 2 o'clock P.M.

Geo. L. Kueck Notary Public.

-Register of Deeds-

State of Missouri, City of St. Louis

By Henry Lusk Deputy.

Be it remembered, that on this 10th day of March A.D. 1919, before me Henry Lusk, a Notary Public in and for said city and State, came Louis Raymond Graham, 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 25th 1922 (R.D.)  
Recorded March 18, 1919, at 2:22 o'clock P.M.

Estelle Tackman  
Register of Deeds  
James E. Dep.

Not Return per Book 62, Page 398  
For Assignment See Book 57, Page 153