

MORTGAGE RECORD

This Indenture Made this fifth day of January in the year of our Lord one thousand nine hundred and nineteen, between E. H. Sellarde and H. Minniford Sellarde, his wife, of Lawrence, in the County of _____ and State of Kansas, of the first part, and M. H. Wright of Lawrence, Kansas of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Fifteen Hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, heirs 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 Number Two (2) in Block Nine (9) in University Place, an addition to the city of Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said part all 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 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 Fifteen Hundred (\$1500.00) DOLLARS,

according to the terms of a certain promissory note this day executed by said parties of the first part to the said part of of the second part; said note being given for the sum of Fifteen Hundred (\$1500.00) DOLLARS, dated January 5, 1919, due and payable in three year el from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 45 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 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 Two Thousand (\$2000.00) 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 all 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 heirs 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, heirs 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 parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part all of the first part have well hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

E. H. Sellarde (SEAL)

H. Minniford Sellarde (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 5 day of Jan A. D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came E. H. Sellarde and H. Minniford Sellarde, 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 June 24 1922.

This instrument was filed for record on the 26 day of March A. D. 1919, at 11¹² o'clock A. M.

Register of Deeds.

By Ernie Floran Deputy.

This Indenture is subject to the official instrument of the State of Kansas, and the same is hereby acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

Recorded June 27th 1922
Estelle Northrup Duffer
Register of Deeds