

MORTGAGE RECORD

This Indenture Made this first day of April in the year of our Lord one thousand nine hundred & nineteen, between Arthur Braden and Cora E. Braden his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Nathaniel National Bank of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four Thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have to sold, and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part, its successors, 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: Trly South 52 1/2 ft. of Lot 5, Block 8 Quad Addition to the City of Lawrence, said County and State.

with the appurtenances, and all the estate, title and interest of the said part ies 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 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

Four Thousand DOLLARS,

according to the terms of a certain promissory note made this day executed by said parties of the first part

to the said part ies of the second part; said note being given for the sum of Four Thousand DOLLARS,

dated April 1, 1919, due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of 120%

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 ies 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

Four Thousand DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part ies 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 ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies of the second part to execute, 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 ies of the second part, to execute, 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 ies making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1919,

before me, A. F. Quinn, a Notary Public

in and for said County and State, came Arthur Braden and Cora E.

Braden his wife who are

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.

A. F. Quinn

My commission expires April 10 1923 Notary Public.

This instrument was filed for record on the 2nd day of April A. D. 1919 at 4³⁰ o'clock A.M.

Epelle Posthous

Register of Deeds.

By Epelle Posthous Deputy.

Recorded May 25 1920
 Epelle Posthous
 Register of Deeds
 (L.S.)
 Nothing Notched Book
 L.S. Jackson Currier
 This mortgage is subject to the original instrument.
 Thereafter bonds described having been paid in full, this mortgage is hereby released and the
 original instrument is to be destroyed. As witness my hand this 2nd day of April A. D. 1919.