

## MORTGAGE RECORD

This Indenture Made this Fourth day of April in the year of our Lord one thousand nine hundred nineteen (1919), between Karen H. Buck, a widow, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and E. J. Emery, of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of Thirteen Hundred and 00/100 (\$1300.00) DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 of the second part, 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: Beginning at the South East corner of the North Half (1/2) of the Southwest Quarter (1/4) of the North East Quarter (1/4) of Section Twelve (12) Township Thirteen (13) Range Thirteen (13) Thence North Two Hundred Twenty Seven (227) feet; Thence West Four Hundred Twenty One and One Half (471 1/2) feet; Thence South Nine Hundred Twenty Seven (927) feet; Thence East Four Hundred Twenty One and One Half (471 1/2) feet to the place of beginning.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Karen H. Buck do cc 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 Thirteen Hundred and 00/100 (\$1300) DOLLARS, according to the terms of one certain promissory note on this day executed by said Karen H. Buck

to the said part 2 of the second part; said note being given for the sum of Thirteen Hundred and 00/100 (\$1300) DOLLARS, dated April 4<sup>th</sup> 1919, due and payable in Two year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of \$91.00 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 2 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 Seven Hundred and 00/100 (\$700.00) 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 2 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 2 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 2 of the second part to execute, administrators or assigns, at any time hereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisers hereby waived or not, at the option of the part 2 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 2 making such sale, on demand, to the said Karen H. Buck heirs and assigns.

IN TESTIMONY WHEREOF, The said part 2 of the first part has hereunto set her hand 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 4<sup>th</sup> day of April A. D. 1919, before me, Frank E. Banks, a Notary Public in and for said County and State, came Karen H. Buck, a widow

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 8<sup>th</sup> 1922 Notary Public.  
This instrument was filed for record on the 4 day of April A. D. 1919, at 4:25 o'clock P.M.

E. J. Emery Register of Deeds.  
By \_\_\_\_\_ Deputy.

The following is returned on the original instrument: This mortgage is hereby released and the same thereby discharged. As witness my hand this 4<sup>th</sup> day of April A. D. 1919.  
E. J. Emery

Recorded April 13<sup>th</sup> 1920  
Estelle Northrup  
Register of Deeds.