

## MORTGAGE RECORD

This Indenture Made this second day of November in the year of our Lord one thousand nine hundred and eighteen between Julia A. Fleischer and H. H. Fleischer (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Julia A. Nicholson of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five 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, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, as follows to-wit:

Six hundred and twenty six (26) on Rhode Island Street in the City of Lawrence Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Julia A. Fleischer and H. H. Fleischer 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:

Five hundred DOLLARS, according to the terms of one certain promissory note, this day executed by said Julia A. Fleischer and H. H. Fleischer to the said party of the second part; said note being given for the sum of:

Five hundred DOLLARS, dated November 2, 1918, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of fifteen 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 parties 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 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, her 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 parties of the second part, her 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 parties making such sale, on demand, to the said Julia A. Fleischer her heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Julia A. Fleischer (SEAL.)  
H. H. Fleischer (SEAL.)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 2 day of November A. D. 1918, before me, John M. Newlin a Notary Public in and for said County and State, came Julia A. Fleischer and H. H. Fleischer

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 March 20 1919 Notary Public.

This instrument was filed for record on the 5 day of May A. D. 1919, at 4<sup>25</sup> o'clock P.M.

Estelle Norchrup Register of Deeds.

By Ferne Floras Deputy.

This mortgage is not valid unless the original instrument is filed in full, this mortgage is hereby returned and the original instrument is hereby acknowledged. At witness my hand this 2nd day of November, A. D. 1918.

Recorded May 22 1922

Estelle Norchrup

Register of Deeds.

Ferne Floras - Deputy

Julia A. Nicholson

in the  
between  
of the first part, and

part:

of the sum of  
DOLLARS  
in, sell and mortgage  
County of Douglas and  
State of Kansas, of the first part, and

of the second part:

hereby covenant and  
estate of inheritance  
This grant is intended

DOLLARS,

DOLLARS,

from date thereof,

and as hereinafter

costs shall accrue on

DOLLARS,

penalties, interests and

costs, and

shall bear interest

assessed on said

and interest thereon,

of the second part,

of the second part,

of the second part,

then due or to become

there, shall be paid

heirs and assigns

and seal.

(SEAL.)

(SEAL.)

A. D. 1918

, a Notary Public

in and for said County and State, came

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

This instrument was filed for record on the

day of

A. D. 1919, at

o'clock

P.M.

Register of Deeds.

Deputy.

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Deputy.