

## MORTGAGE RECORD

This Indenture Made this Twenty sixth day of May in the year of our Lord one thousand nine hundred and nineteen, between Lula C. Owen and Simon Owen (wife) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and J. H. Newlin of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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 parties 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:

Lot Nineteen (19) and Twenty (20) in Addition No. One (1) in the part of the city of Lawrence known as north Lawrence

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lula C. Owen and Simon Owen 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 Two hundred DOLLARS,

according to the terms of one certain promissory note this day executed by said Lula C. Owen and Simon Owen to the said parties of the second part; said note being given for the sum of Two hundred DOLLARS, dated May 26, 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 six coupons of seven 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, 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 parties 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 parties making such sale, on demand, to the said Lula C. Owen heirs and assigns.

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

Signed, sealed and delivered in presence of

Lula C. Owen (SEAL)  
Simon Owen (SEAL)

STATE OF KANSAS

Douglas County } ss.

BE IT REMEMBERED, That on this 26 day of May A. D. 1919, before me, Johu M. Newlin, a Notary Public in and for said County and State, came Lula C. Owen and Simon Owen

who are 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.

(22)

Johu M. Newlin Notary Public.

My commission expires March 30 1923

This instrument was filed for record on the 27 day of May A. D. 1919, at 12<sup>00</sup> o'clock PM.

Estelle Norchuck Register of Deeds.

By Ferne Flood Deputy.

This instrument is returned to the original instrument in full, this mortgage is hereby released and the same is hereby acknowledged. At witness my hand this 27th day of May, A. D. 1919.

Recorded May 23, 1922  
Estelle Norchuck, Register of Deeds.