

# MORTGAGE RECORD

This Indenture Made this thirty-first

year of our Lord one thousand nine hundred and nineteen day of May in the  
J. B. Fitch and Georgia A. Fitch, his wife, between  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
Mrs. Lucetta J. Stevens of Northport, Michigan

WITNESSETH, That the said part... of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS

Two Thousand (\$2000.00) DOLLARS  
to ~~them~~ duly paid, the receipt of which is hereby acknowledged, have ~~we~~ sold, and by these presents do ~~grant~~ grant, bargain, sell and mortgage  
to the said part ~~of~~ 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, described as follows to-wit: Lot Sixty-seven (67) on Ohio Street in the City of  
Lawrence, Kansas.

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 as the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance, free, clear 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 Thousand \$2000.00

according to the terms of one certain promissory note this day executed by said \_\_\_\_\_

to the said part 14 of the second part; said note being given for the sum of \_\_\_\_\_

Two Thousand (\$2000.00) DOLLARS,  
dated May 31, 1919, 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 10 coupons of sixty dollars each thereto attached. And this convenience 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 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 mortgage, in the sum of \_\_\_\_\_

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 one 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 one of the second part, and all sums paid by the part one of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one 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 part one 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 part one making such sale, on demand, to the said parties of the first part heirs and assigns

IN TESTIMONY WHEREOF, The said part ix of the first part has be hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

*Douglas* County

BE IT REMEMBERED, That on this 31<sup>st</sup> day of May A. D. 1914  
before me, the undersigned a Notary Public  
in and for said County and State, came J. E. Fitch and Georgin A. Fitch  
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.

My commission expires June 24 1927 Notary Public

This instrument was filed for record on the 2<sup>nd</sup> day of June A. D. 1919, at 11:30 o'clock a. M.

By ..... Deputy: .....

After taking up the original instrument  
written having been paid in full, this mortgage is hereby released and the  
returned. As witness my hand this 8th day of March A.D. 1921

attest:  
John F. Mathews  
Lewis Mathews

Recorded May 9th 1924  
Estelle Perreault  
Register of Deaths