

## MORTGAGE RECORD

This Indenture Made this twenty-fourth day of June in the year of our Lord one thousand nine hundred and nineteen, between John Lee single of Lawrence, in the County of Douglas and State of Kansas, of the first part, and August Utermann of Lawrence, Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage to the said party 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 One Hundred Fifty-three (153) on Kentucky Street, Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Lee do hereby covenant and agree that at the delivery hereof he 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 he 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) DOLLARS,

according to the terms of one certain promissory note this day executed by said John Lee to the said party of the second part; said note being given for the sum of Two Thousand (\$2000.00) DOLLARS,

dated June 24, 1919, due and payable in five year 4 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of Eighty 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 party of the first part hereby agrees 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 Three Thousand (\$3000.00) 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 party 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 sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the first part making such sale, on demand, to the said party of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

John Lee (SEAL)

Ray Martin (SEAL)

STATE OF KANSAS

Douglas County ss.  
BE IT REMEMBERED, That on this 24 day of June A. D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came John Lee

who is personally known to me to be the same person who executed the within 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 Apr 10 1921 Notary Public.

This instrument was filed for record on the 7 day of July A. D. 1919, at 3 55 o'clock P.M.  
Estelle Northrup  
Register of Deeds.

By Fernel Flann Deputy.

This mortgage is subject to the original instrument.  
 The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby ordered discharged. As witness my hand this 24th day of July A. D. 1919.  
Ray Martin  
 Notary Public  
 My Comm. Expires Apr 10 1921

Received July 30 1919  
Estelle Northrup  
 Register of Deeds.

This mortgage is subject to the original instrument.

April 24 - 1921