

MORTGAGE RECORD

This Indenture Made this first day of April in the year of our Lord one thousand nine hundred nineteen between Charles P. Pulley and Ophelia Pulley, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Louis V. Vance of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Nine Hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have re- sold, and by these presents do grant, bargain, sell and mortgage to the said part us 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: lots numbered Twenty Three (23) and Twenty Four (24) in the Fair Grounds Addition, an Addition to the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said parties of the first part 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 Nine Hundred DOLLARS,

according to the terms of one certain promissory note parties of the first part this day executed by said parties of the first part to the said part us of the second part; said note being given for the sum of Nine Hundred DOLLARS,

dated Lawrence Kansas, April 14, 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 31.50 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 us 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 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 us 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 us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us 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 part us 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 part us making such sale, on demand, to the said first parties or their heirs and assigns. IN TESTIMONY WHEREOF, The said part us of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Charles P. Pulley (SEAL)
Ophelia Pulley (SEAL)

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 14 day of June A.D. 1919, before me, The undersigned, a Notary Public in and for said County and State, came Charles P. Pulley & Ophelia Pulley his wife 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 September 15 1922
This instrument was filed for record on the 7th day of July A.D. 1919, at 4:46 o'clock P.M.
E. J. Halkey Notary Public.
E. M. Northrup Register of Deeds.

By _____ Deputy.

This following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 14th day of April A.D. 1919
Louis V. Vance
Attest:
Dean Rynd

Recorded April 24 - 1921
J. C. Williamson
Register of Deeds