

MORTGAGE.

This indenture, Made this first day of December in the year of our Lord one thousand nine hundred and seventeen Between Birdie B. Hemphill and husband Charles W. Hemphill of the City of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and Maude H. Leonard, of the City of Seattle, and State of Washington, party of the second part,

Witnesseth, That the said parties of the first part, for and inconsideration of the sum of Twelve hundred (\$1200.00) Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, enfeoffed and confirmed, and by these presents do grant, bargain, sell, remise, release, enfeoff and confirm unto the said party of the second part, and to her heirs and assigns forever, all those pieces or parcels of land lying and being situate in the City of Lawrence in the County of Douglas and State of Kansas, and described as follows, to-wit:

Lots fifty-five (55) and fifty-seven (57) Louisiana Street, in the City of Lawrence, in the County of Douglas and State of Kansas.

The said mortgagors will also keep all buildings erected and to be erected upon said lands insured against loss or damage by fire, with insurers, and to an amount, approved by the mortgagee as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, and to her heirs and assigns, to the sole and only use, benefit and behoof of the said party of the second part her heirs and assigns, forever: Provided always, and these presents are upon this express condition, that if the said parties of the first part, shall and do well and truly pay or cause to be paid to the said party of the second part the sum of Twelve hundred (\$1200.00) Dollars as follows: Two Hundred (\$200.00) Dollar on August 1st, 1918, and the further sum of one thousand (\$1000.00) Dollars within three years from date, with interest at the rate of six (6%) per cent per annum, payable semi-annually. It is agreed between the parties hereto that the said mortgagor may pay upon the aforesaid principal upon any interest bearing date any part of the foregoing sum in sums of at least one hundred dollars. According to the terms of two certain promissory notes bearing even date herewith, executed by Birdie B. Hemphill and husband Charles W. Hemphill to the said party of the second part, to which this mortgage is a collateral security, then these presents and said promissory notes shall cease, and shall be null and void.

And it is hereby expressly agreed, That should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of 30 days, then and from thenceforth, that is to say, after the lapse of the said 30 days, the aforesaid principal sum of Twelve Hundred (\$1200.00) Dollars with all arrearage of interest thereon, shall, at the option of said party of the second part, her executors, administrators or assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

But in case of non-payment of the said sum of Twelve Hundred (\$1200.00) Dollars or of the interest thereof, or any part of said principal or interest, at the time, in the manner and at the place above limited and specified for the payment thereof, then, and in such case, it shall and may be lawful for the said party of the second part, her heirs, executors, administrators or assigns, and the said parties of the first part, does hereby empower and authorize the said party of the second part, her heirs, executors, administrators or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at auction or vendue, and on such sale to make and execute to the purchaser or purchasers, her heirs and assigns, forever, good, ample and sufficient deed or deeds of conveyance in law, pursuant to the Statute in such case made and provided, rendering the surplus moneys (if any there should be) to the said parties of the first part, their heirs, executors or administrators, after deducting the costs and charges of such vendue and sale aforesaid.

And it is Further Expressly Agreed, That as often as any proceeding is taken to foreclose this mortgage, either by virtue of the power of sale herein contained, or in any Court sitting in equity, or in any other manner provided by law, said first parties shall pay said second part, Twenty-five Dollars, as a reasonable Solicitor or Attorney fee therefor, in addition to all other legal costs.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Birdie B. Hemphill, (L.S.)
Charles W. Hemphill, (L.S.)

State of Kansas,)
County of Leavenworth ss.

On this 10th day of January in the year one thousand nine hundred and eighteen, before me, the subscriber, a Notary Public in and for said County, personally appeared Birdie B. Hemphill and husband Charles W. Hemphill to me known to be the same person described in and who executed the within instrument, and acknowledged the same to be their own free act or deed.

A. C. Hess,
Notary Public Leavenworth County, Kansas,
My Commission Expires March 31st 1918.

(L.S.)
Recorded March 20, 1918,
At 9:05 o'clock A. M.

Estelle Northrup,
Register of Deeds,
Leavenworth,
Deputy.

For Release See Book 57 Page 323