

MORTGAGE RECORD—59.

This Indenture, Made this Seventh day of October

year of our Lord one thousand nine hundred and Nineteen in the
U. K. Bruner and Grace S. Bruner between
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
D. C. Wher

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen hundred and no/100

to them duly paid, the receipt of which is hereby acknowledged, has 22/100 sold, and by these presents do 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 Number Two (2), Block Ten (10) Lane Place and Addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said U. K. Bruner and Grace S. Bruner do hereby covenant and agree that at the delivery hereof they the lawful owner 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 Seventeen hundred DOLLARS, according to the terms of one certain promissory note, this day executed by said U. K. Bruner and Grace S. Bruner,

to the said party of the second part; said note being given for the sum of Seventeen hundred and no/100 DOLLARS, dated October 7th 1919 due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and two coupons of fifty one 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 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 Seventeen 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 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 taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, 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 second part, his heirs and assigns.

In Testimony Whereof, The said parties of the first part has 22/100 hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 7th day of October A. D. 1919, before me, F. C. Whipple a Notary Public in and for said County and State, came U. K. Bruner and Grace S. Bruner, his wife

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 Jan. 27 1923 F. C. Whipple Notary Public.

This instrument was filed for record on the 13 day of October A. D. 1919, at 9:20 o'clock A.M.

Estelle Northrup Register of Deeds.
Ferne Flora Deputy.

The following is endorsed on the original instrument:
 This mortgage is hereby released and the same is hereby discharged. As witness my hand this 14th day of October A. D. 1921
D. C. Wher

Recorded Oct 14th 1921
Estelle Northrup
 Register of Deeds

in the
 between
 of the first part, and

DOLLARS,
 and mortgage to the said
 of Kansas, described as

No. Thirteen
ty, Kansas,
third and
inter of
east line
about one
orced

hereby covenant and
 therein, free and clear of
 secure the payment of the

DOLLARS,
 from date thereof,

after specified. And the
 of, and to keep the said

DOLLARS,
 and costs, and insure the

on the payment thereof,
 But if default be made
 conveyance shall become
 said or which may have
 option of the party of the

to, sell the premises
 part, his

conditions of this instru-
 demand, to the said

at the day and year

(SEAL)

(SEAL)

A. D. 1919, before me,
 County and State, came

to me

personally acknowledged the

above written.

Notary Public.

Register of Deeds.

Deputy.