

MORTGAGE RECORD-59.

This Indenture, Made this

28th

day of October

year of our Lord one thousand nine hundred and nineteen, in the County of Douglas and State of Kansas, of the first part, and
 Henrietta Reams, its widow
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
 Laura B. Powell

Witnesseth, That the said part of the first part, in consideration of the sum of Twelve Hundred and 00/100

to her July paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 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: Begin at a point on the West line of Section Five (5), four hundred feet North of a stone which is one and twenty seven one hundredth (27.17) chains South of the North West corner of Section Five (5), Township Thirteen (13), Range Twenty (20), Thence East 174 1/2 feet, thence South 100 feet, thence West 174 1/2 feet, thence North 100 feet to beginning, containing 2 1/2 acres.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Henrietta Reams do hereby covenant and agree that at the delivery hereof she is 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 she 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 Twelve Hundred and 00/100 Dollars, according to the terms of a certain promissory note this day executed by said Henrietta Reams

to the said part of the second part; said note being given for the sum of Twelve Hundred and 00/100 Dollars, dated October 28th, 1919, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 4.5 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and to keep the said part 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 Two thousand Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, here 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 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 of the second part making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Henrietta Reams (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, 13.

Be It Remembered, That on this 28th day of October A. D. 1919, before me, D.C. Asher, a Notary Public in and for said County and State, came Henrietta Reams, who is,

(L.S.)

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 Mar. 18 1920 D.C. Asher Notary Public.

This instrument was filed for record on the 28 day of October A. D. 1919, at 4:20 o'clock P.M.

Estelle Withrup Register of Deeds.

By Deputy.

The following is endorsed on the original instrument.
 The note herein described, having been paid in full, this mortgage is hereby released and the fee thereon returned to the mortgagor.

As witness my hand and seal this 16th day of January A. D. 1923
 Laura B. Powell

Recorded Jan. 20 1923
 D.C. Asher

Notary Public