

MORTGAGE RECORD—59.

This Indenture, Made this Fourth day of November in the year of our Lord one thousand nine hundred and Nineteen between G. L. Daines (a widow) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Kansas Yearly Meeting of Friends a religious Corporation, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its 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 hundred (200) in the Elmwood Addition to the City of Lawrence, Douglas County, Kansas.

See Prob. 58 page

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said G. L. Daines hereby covenant and agree that at the delivery hereof she 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 Two thousand DOLLARS, according to the terms of one certain promissory note, this day executed by said

to the said part of the second part; said note being given for the sum of _____ DOLLARS, dated _____, due and payable in _____ year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and _____ coupons of _____ 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 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 _____ DOLLARS,

in some insurance company satisfactory to said mortgage, 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 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, _____ 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, _____ 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 making such sale, on demand, to the said heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

County, } ss.

Be it Remembered, That on this _____ day of _____ A. D. 19____, before me, _____, a Notary Public in and for said County and State, came

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 _____ 19____

Notary Public.

This instrument was filed for record on the _____ day of _____ A. D. 19____, at _____ o'clock _____ M.

Register of Deeds.

By _____ Deputy.