

## MORTGAGE RECORD-59.

This Indenture, Made this

14<sup>th</sup>

day of December

year of our Lord one thousand nine hundred

nineteen

in the

of A. Bond, a single man

Lawrence

in the County of

Douglas

and State of Kansas, of the first part, and

Witnesseth, That the said part of the first part, in consideration of the sum of

One hundred

DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, bargain, sell and mortgage to the said

part 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 No. Eighty-nine (89) and Ninety (90), in 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 of the first part therein. And the said

party of the first part

agree that at the delivery hereof he 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 he 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 One hundred

DOLLARS,

according to the terms of one certain promissory note, this day executed by said

party of the first part

to the said part of the second part; said note being given for the sum of

One hundred

DOLLARS,

dated December 4<sup>th</sup> 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 Three &amp; 1/2

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 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, 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 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 instru-

ment, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said

first party or his heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set his hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

A. Bond

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 4<sup>th</sup> day of December A.D. 1919, before me,

the undersigned, a Notary Public in and for said County and State, came

A. Bond, who declares himself to be a single man

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 June 11<sup>th</sup> 1923

J. E. Harris

Notary Public.

This instrument was filed for record on the 12<sup>th</sup> day of December A. D. 1919, at 3:45 o'clock P. M.

Estelle Northrup

Register of Deeds.

By Deputy.

Attest:

James Mott

Attest:

James Mott

James Mott

James Mott

James Mott

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