

MORTGAGE RECORD-59.

This Indenture, Made this Twenty-second day of December in the year of our Lord one thousand nine hundred and nineteen, between John Lee, a single man of Laurence, in the County of Douglas and State of Kansas, of the first part, and Frank J. Savage of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty Five Hundred DOLLARS, to him 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, 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:

The North fifty feet of the Thirtieth Hundred feet of Lot seven (7) Block nine (9) Grand addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Lee do hereby covenant and agree that at the delivery hereof he 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 Twenty Five Hundred DOLLARS, according to the terms of a certain promissory note, this day executed by said John Lee.

to the said party of the second part; said note being given for the sum of Twenty Five Hundred DOLLARS, dated December 30th 1919, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$7500 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 agrees 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 Twenty Five 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 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, appraisal 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, making such sale, on demand, to the said John Lee, his heirs and assigns.

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

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 22nd day of December A. D. 1919, before me, A. E. Russell, a Notary Public in and for said County and State, came John Lee

who is 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 March 4th 1922. A. E. Russell Notary Public.

This instrument was filed for record on the 26 day of December A. D. 1919, at 9:30 o'clock A.M.

Estilo Northrup Register of Deeds.
By Ferne Flord Deputy.

This document is subject to the provisions of the Act of March 1, 1911, relating to the recording of mortgages and the recording of deeds. At witness my hand this 22nd day of December, A. D. 1919.

Frank J. Savage

Recorded June 22, 1922
Estilo Northrup, Register of Deeds
Ferne Flord, Deputy