

MORTGAGE RECORD-59.

This Indenture, Made this 10th day of Juneyear of our Lord one thousand nine hundred eighteen in the
County of Douglas and State of Kansas, of the first part, and
Myron L. Dicker and Lucile Dicker, his wife,
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
H. E. Spalding

Witnesseth, That the said parties of the first part, in consideration of the sum of _____ of the second part:

Four Hundredto them duly paid, the receipt of which is hereby acknowledged, have 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: Beginning Five Hundred Fifty (550) feet West of the Southeast corner of Block Six (6) in that part of the City of Lawrence formerly known as North Lawrence; thence North along the North line of Elm Street Fifty (50) feet thence North One Hundred and twenty (120) feet; thence East (50) feet; thence South One Hundred Twenty (120) feet to Beginning, all in that part of the City of Lawrence formerly known as North Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Myron L. Dicker and Lucile Dicker, his wife, do hereby covenant and agree that at the delivery herewith 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 Four Hundred DOLLARS,according to the terms of Five certain promissory note, this day executed by said

Myron L. Dicker and Lucile Dicker, his wife,

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

Four Hundred DOLLARS,dated June 10th, 1918, 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 coupons thereon attached, and as hereinafter specified. And the said parties 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 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their 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 parties of the second part, their 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 parties of the second part, making such sale, on demand, to the said first parties heirs and assigns.

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

Signed, sealed and delivered in presence of

Myron L. Dicker (SEAL)
Lucile Dicker (SEAL)STATE OF KANSAS,
County, } ss.
DouglasBe It Remembered, That on this 14 day of June A. D. 1918, before me,
Geo. H. Mahne, a Notary Public in and for said County and State, came
Myron L. Dicker and Lucile Dicker, his wife,

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. 25 1922 Geo. H. Mahne Notary Public.This instrument was filed for record on the 9 day of July A. D. 1918, at 3:30 o'clock P.M.Estlin Northrup Register of Deeds.
By James Floral Deputy.

This mortgage is hereby acknowledged and the parties hereto are hereby advised that the same is subject to the provisions of the Act of March 22, 1917, A. D. 1917, Chapter 100, Laws of Kansas, relating to the recording of mortgages.

Recorded June 8th 1918
Estelle D. Northrup
 Register of Deeds