

MORTGAGE RECORD—59.

This Indenture, Made this eight day of January in the year of our Lord one thousand nine hundred and twenty between Helen Crocker and E. J. Crocker, her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Eggie Reynolds of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred seventy five + no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have she sold, and by these presents do grant, bargain, sell and mortgage to the said party 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: commencing at a point thirty one and 50/100 Rods West of a point forty (40) Rods South of the North East corner of the Northeast quarter of section No. 1 Township 13, Range 19 in Douglas County, Kansas, thence running South about 175 feet to the line of the Right of way of the Lawrence Electric Street Railway Co. thence Northwesterly with the line of said right of way to its intersection with what is known as the Steel Road; thence Easterly with the south line of said Road to the point of beginning.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Two hundred seventy five DOLLARS, according to the terms of certain promissory note this day executed by said

to the said party of the second part; said note being given for the sum of See book 38 page 295 DOLLARS, dated Jan 1920, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of one 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 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 one 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 party 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 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, 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 party 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 party making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said party 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

STATE OF KANSAS,

County, ss.

Be It Remembered, That on this 19 day of January, A. D. 19 20, before me, E. J. Crocker, 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 10 Notary Public.

This instrument was filed for record on the 19 day of January, A. D. 19 20, at 10 o'clock M.

Register of Deeds.

By E. J. Crocker Deputy.

Register of Deeds.
Deputy.