

## MORTGAGE RECORD-59.

This Indenture, Made this 26th day of Aprilyear of our Lord one thousand nine hundred and twenty in theof J. D. Burton and Mary E. Burton, his wife betweenof Lawrence in the County of Douglas and State of Kansas, of the first part, andC. H. Tucker

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum ofTen hundred

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the saidpart 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 46 feet of Lot No. Five (5) Commerce Street City of Lawrence.with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the saidparties of the first part

do hereby covenant and

agree that at the delivery hereof they 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 they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of thesum of Ten hundred DOLLARS,according to the terms of a certain promissory note this day executed by said parties of the first partto the said part of of the second part; said note being given for the sum of Ten hundred

DOLLARS,

dated April 26, 1920, 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 ten coupons of thirty

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 of the first part hereby agree to to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the saidpremises insured in favor of said mortgagee, in the sum of Ten 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 part of 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part ofof the second part; and it shall be lawful for the part of of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premiseshereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part of 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 part of making such sale, on demand, to the saidparties of the first part their heirs and assigns.In Testimony Whereof, The said parties of the first part have set their hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

J. D. Burton

(SEAL)

Mary E. Burton

(SEAL)

STATE OF KANSAS,

Douglas

County, ss.

Be it Remembered, That on this 26 day of April A. D. 1920, before me,A. F. Elmer

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

J. D. Burton and Mary E. Burton, his wifewho in my personally known to be the same person as who executed the within 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 April 10 1922A. F. Elmer

Notary Public.

This instrument was filed for record on the 26 day of April A. D. 1920, at 4:45 o'clock P.M.Estelle Morschupf

Register of Deeds.

By Ferne Flara

Deputy.

This mortgage is subject to the official Indenture No. 16... any or between D. W. Tucker and the State of Kansas, of the first part, and C. H. Tucker of the second part.

Recorded Feb 16 - 19 21

Estelle Morschupf  
Register of Deeds  
Ferne Flara, Dep.

in the

between

Kansas, of the first part, and

part:

DOLLARS,

and mortgage to the said

State of Kansas, described as

(14) Range (18)

hereby covenant and

therein, free and clear of

to secure the payment of the

DOLLARS,

DOLLARS,

from date thereof,

And the

thereof, and to keep the said

DOLLARS,

and costs, and insure the

from the payment thereof,

But if default be made

this conveyance shall become

unpaid or which may have

the option of the part ofof the second part; and it shall be lawful for the part ofof the second part, his executors, administrators or assigns, at any time thereafter, to sell the premiseshereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part ofof 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 part of

making such sale, on demand, to the said

parties of the first part their heirs and assigns.In Testimony Whereof, The said parties of the first part have set their hand and seal the day and year

last above written.

(SEAL)

(SEAL)

A. D. 1920 before me,

of said County and State, came

person

duly acknowledged the

above written.

Notary Public.

Register of Deeds.

Deputy.