

MORTGAGE RECORD-59.

This Indenture, Made this First day of July in the year of our Lord one thousand nine hundred and Twenty F. H. Blackmar and Kate M. Blackmar between of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Frank A. Hopkins of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty eight Hundred (\$3800) DOLLARS, to 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 five 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 at a point three hundred and twenty five feet north of the north west corner of Hancock (12th) and Chic Streets, thence North seventy five feet (75) thence East One hundred twenty five feet (125) thence south seventy five feet (75) to place of beginning.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said F. H. Blackmar & Kate M. Blackmar do hereby covenant and agree that at the delivery hereof they 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 Thirty eight Hundred (\$3800) DOLLARS, according to the terms of a certain promissory note, this day executed by said F. H. Blackmar and Kate M. Blackmar

to the said party of the second part; said note being given for the sum of Thirty eight Hundred (\$3800) DOLLARS, dated July first 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 1/4

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 mortgagee, in the sum of Fifty five Hundred (\$5500) 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, 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; add 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, appraisement 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 overplus, if any there be, shall be paid by the party of the first part, making such sale, on demand, to the said party of the first part, their 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

Irene M. McNeill

F. H. Blackmar

Kate M. Blackmar

STATE OF KANSAS,

Douglas County, KS.

Be it Remembered, That on this first day of July A. D. 1920, before me, C. E. Lindley, Probate Judge a Notary Public in and for said County and State, came F. H. Blackmar and Kate M. Blackmar

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whose time medium each person 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 19

C. E. Lindley

Probate Judge

Notary Public

This instrument was filed for record on the 8 day of Sept A. D. 1920, at 4:20 o'clock P.M.

Estelso Norchup

Register of Deeds

By Ferne Flood

Deputy.

Notary Public.

Register of Deeds.

Deputy.

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