

MORTGAGE RECORD-59.

This Indenture, Made this 26th day of August in the year of our Lord one thousand nine hundred Twenty between Mary M. Grinter and L. E. Grinter, husband & wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Maudie E. White of Lawrence Kansas of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Fourteen Hundred Fifty (\$1450) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, she do grant, bargain, sell and mortgage to the said part of of the second part, her being 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: Lots Nos. Seven (7) and Eight (8) in Block number Fourteen (14) in University Place and addition in the City of Lawrence Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of 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 inalienable 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 Fourteen Hundred Fifty & no DOLLARS, according to the terms of one certain promissory note, this day executed by said Mary M. Grinter

to the said part of of the second part; said note being given for the sum of Fourteen Hundred Fifty & no DOLLARS, dated Lawrence Kansas, Aug 26, 1922 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 two coupons of 57.50 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 is 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 Three Thousand (\$3000.00) DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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 of of the second part; and it shall be lawful for the part of of the second part, her 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 part of of the second part, her 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 first part heirs and assigns.

In Testimony Whereof, The said part is of the first part ha ve hereunto set their hand, I and seal of the day and year last above written.

Signet, sealed and delivered in presence of

STATE OF KANSAS, }  
Douglas County, } ss.

Be It Remembered, That on this 28th day of August A. D. 1922 before me, A. F. Ellison Notary Public in and for said County and State, came Mary M. Grinter and L. E. Grinter her husband

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 April 10, 1923 A. F. Ellison Notary Public.

This instrument was filed for record on the 14 day of Oct A. D. 1922 at 11:15 o'clock a.m.

Edille Northrup Register of Deeds.

By                      Deputy.

Recorded Oct. 20 1922  
Edille Northrup Register of Deeds.  
By                      Deputy.

Property herein described is being offered for sale by the mortgagee in full, this mortgage is being placed and the same shall be discharged. At witness my hand and seal this 26th day of August, 1922.