

MORTGAGE RECORD—59.

This Indenture, Made this twelfth day of October in the year of our Lord one thousand nine hundred twenty; between Viriam H. Chalworth and L.A. Chalworth, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Richard H. Grigsby of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand (\$1,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 at a point on the E. Chalkline of Learned Avenue extended two hundred eighty (280) feet North of the North line of Banker Street (now Nineteenth Street extended) thence East five hundred (500) feet, thence North eighty (80) feet, thence West five hundred (500) feet, thence South eighty (80) feet to beginning; all in the South-west quarter of the North-east quarter of Section six (6) Township thirteen (13), Range twenty (20) 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 parties of the first part

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 One thousand (\$1,000.00) DOLLARS,

according to the terms of one certain promissory note, this day executed by said Thomas H. Chalworth and L.A. Chalworth to the said party of the second part; said note being given for the sum of One thousand (\$1,000.00) DOLLARS,

dated October 12 1920, due and payable in three year, 1 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and its coupons of 35 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 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 One thousand (\$1,000.00) 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, 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 parties 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 parties of the first part, parties of first part making such sale, on demand, to the said parties of the first part, heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 26 day of October A. D. 1920, before me, G.B. Haxford, a Notary Public in and for said County and State, came Viriam H. Chalworth and L.A. Chalworth

(R.S.)

who are personally known to be the same persons 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 June 24 1922

G.B. Haxford Notary Public.

This instrument was filed for record on the 18 day of Dec A. D. 1920, at 3:05 o'clock P.M.

Esther Northrup Register of Deeds.

By Lerna Flora Deputy.

This Indenture is subject to the original mortgage to be recorded in the office of the Register of Deeds of Douglas County, Kansas, and the same is hereby acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

Richard H. Grigsby

Recorded March 24, 1922

Esther Northrup
Register of Deeds