

MORTGAGE RECORD-59.

This Indenture,

Made this Eighth day of March in the year of our Lord one thousand nine hundred and Twenty one, between Marie C. Dodd and Frank Dodd (Husband) of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Chas. Pine of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Two hundred and fifty

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 part of 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: Lots Forty Six (46) and Forty Eight 48 New York Street in the City of Lawrence, Kansas.

Subject to one Mch of Five Hundred Dollars.

with the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Marie Dodd and Frank Dodd 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 the sum of Two hundred and fifty Dollars according to the terms of one certain promissory note this day executed by said Marie Dodd and Frank Dodd to the said part of of the second part; said note being given for the sum of Two hundred and fifty DOLLARS, dated March 9 1921, due and payable in Six months from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of one DOLLARS, 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 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 mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part is 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, 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, 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 said Marie Dodd heirs and assigns.

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

Signal, sealed and delivered in presence of

Marie C. Dodd (SEAL)
Frank Dodd (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 8 day of March A. D. 1921, before me, John M. Newlin a Notary Public in and for said County and State, came Marie C. Dodd and Frank Dodd who are

to me personally known, to be the same person to me 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 March 20 1923 John M. Newlin Notary Public.

This instrument was filed for record on the 14 day of March A. D. 1921, at 3:15 o'clock P. M.

Estelle Northrup Register of Deeds.
By _____ Deputy.

Recorded Aug 30 1921

Estelle Northrup

Register of Deeds

Chas. Pine, Dep.

First Mortgage recorded in the office of the Register of Deeds, Lawrence, Kansas, on the 14th day of March, A. D. 1921. As witness my hand this 22nd day of August, A. D. 1921.

Chas. Pine