

MORTGAGE RECORD—59.

This Indenture, Made this 1st day of July, in the year of our Lord one thousand nine hundred twenty-one, between Edgar C. Brickens and Edith P. Brickens, his wife, of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and Merchants National Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Nine Hundred and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he we sold, and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part, their 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: A strip of land fifty feet wide, from North to South off the North side of 1st Number Six (6) Block number Eight (8) 1st Addition to the City of Lawrence, said strip extending the whole length of said lot in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Edgar C. Brickens & Edith P. Brickens, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner. And 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 _____ DOLLARS,

according to the terms of one certain promissory note _____ this day executed by said Edgar C. Brickens and Edith P. Brickens, his wife, to the said part ies of the second part; said note being given for the sum of Nine Hundred and 00/100 DOLLARS,

dated July 1st 1921, due and payable in 4 Months from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of _____

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 ies 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 _____ 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 ies 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 ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies of the second part, 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 ies of the second part, 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 ies making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part ies of the first part he we hereunto set their hand s and seal _____ the day and year last above written.

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 1st day of July, A. D. 1921, before me, F. C. Whipple, a Notary Public in and for said County and State, came Edgar C. Brickens and Edith P. Brickens, his wife,

to me 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 Jan 29 1923

This instrument was filed for record on the 8 day of July, A. D. 1921, at 1st o'clock P.M.

F. C. Whipple Notary Public.
Estelle Northrup Register of Deeds.
By _____ Deputy.

After showing to me the original instrument and the receipt thereon, I have read the same and find that the same is a true and correct copy of the original instrument as the same appears from the records of the County of Douglas, State of Kansas, and I have hereunto subscribed my name and affixed my official seal.

Merchants National Bank,
by F. C. Whipple Cashier

Recorded March 16 1923
Estelle Northrup
Register of Deeds