

MORTGAGE RECORD—59.

This Indenture, Made this 29th day of August

year of our Lord one thousand nine hundred thirty-one day of August in the
Charles B. Pettibone and Etta Pettibone his wife between
of Lawrence in the County of Douglas and State of Kansas, of the first part, and
C. H. Tucker

Witnesseth, That the said part 225 of the first part, in consideration of the sum of one dollar

Fifteen hundred

to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do not grant, bargain, sell and mortgage to the said part of of the second part, the 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:

Lot No. One Hundred thirty (130) Rhode Island Street, City of
Lawrence.

with the appurtenances, and all the estate, title and interest of the said part 444 of the first part therein. And the said _____

parties of the first part do hereby covenant and agree that at the delivery hereof, ~~that~~^{they} the lawful owners of the premises above granted and seized of a good and inheritable estate of inheritance therein, free and clear of all incumbrances, and that ~~they~~^{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 Fifteen hundred DOLLARS.

according to the terms of a certain promissory note this day executed by said parties of the first part

to the said part 24 of the second part; said note being given for the sum of Fifteen hundred

dated Aug. 29, 1921, due and payable in five years of 1926 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and

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 1/2 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 Five Hundred 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 1/2 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 1/2 of the second part, and all sums paid by the part 1/2 of the second part for insurance, shall be due and payable or not, at the option of the part 1/2 of the second part; and it shall be lawful for the part 1/2 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 here waived or not, at the option of the part 1/2 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 1/2 making such sale, on demand, to the said Charles B. Pittscomb heirs and assigns.

In Testimony Whereof, The said part ice of the first part has hereunto set their hand s and seal s the day and year last above written.

Signed, sealed and delivered in presence of

Charles B. Pittenger

Extra Pittsburg

STATE OF KANSAS.

Douglas County, } 13

Be it Remembered, That on this 29th day of August, A. D. 1921, before me,
A. F. Quinn, a Notary Public in and for said County and State, came
Charles B. Pettibone and Etta Pettibone, his wife,

(r.s.)

~~whole~~ ^{some} personally known to be the same person ^{as} who executed the ^{last} ~~foregoing~~ ^{instrument} of writing, and ^{each person} 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. Flinn Notary Public.

This instrument was filed for record on the 29 day of Aug. A. D. 1921, at 4:25 o'clock P.M.
Estelle Mowbray
 Register of Deeds.
 By Ferne Flora Deputy.