

MORTGAGE RECORD—59.



County Clerk of Douglas County, Kansas, do hereby certify that a judgment of the District Court of Douglas County, Kansas, in the above entitled case, was made on the 24th day of July, 1924, and that the same was duly entered on the records of said court.

Attest:
 Charles A. Black
 Clerk of District Court

This Indenture, Made this 24th day of July, in the year of our Lord one thousand nine hundred Twenty-four,
Minnie A. Taylor, a widow,
Lawrence, in the County of Douglas and State of Kansas, of the first part, and

J. J. Bleakley, of the second part:
 Witnesseth, That the said part y of the first part, in consideration of the sum of Twenty-five Hundred & No/100. (\$2500.00)

DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said part y 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: The North Ninety-five (95) feet of Lot Seven (7) Block Six (6) Babcock's Addition to Lawrence, Kansas, except a tract beginning at a point forty-five (45) feet North of the Southeast corner of Lot Seven (7) Block Six, thence North Fifteen (15) feet, West Eighty (80) feet, South Fifteen (15) feet, East Eighty (80) feet to beginning.

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part, do hereby covenant and agree that at the delivery hereof, she 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 she 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 Twenty-five Hundred & No/100. (\$2500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said

Minnie A. Taylor
 to the said part y of the second part; said note being given for the sum of Twenty-five Hundred & No/100 - (\$2500.00) DOLLARS, dated August 4, 1924, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 87.50

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 y 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 Twenty-five Hundred & No/100. (\$2500.00) 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 y 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 then remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 part y of the second part, to 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 y making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part y of the first part ha. do hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of
W. Roy Martin Minnie A. Taylor (SEAL)
 (SEAL)

STATE OF KANSAS, }
Douglas County, } ss.
L. S.

Be it Remembered, That on this 24 day of July, A. D. 1924, before me, the undersigned, a Notary Public in and for said County and State, came Minnie A. Taylor, a widow who is personally known to me 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 June 24, 1924 C. B. Hafford Notary Public.

This instrument was filed for record on the 26 day of Sept, A. D. 1924 at 8:50 o'clock A. M.
Isa E. Wellman Register of Deeds.
 By _____ Deputy.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of the District Court of Douglas County, Kansas, in the above entitled case, was made on the 24th day of July, 1924, and that the same was duly entered on the records of said court.