

MORTGAGE RECORD-59.

This Indenture, Made this 29th day of May

year of our Lord one thousand nine hundred twenty five
Kathryn Leighton, a widow
Lawrence in the County of Douglas and State of Kansas, of the first part, and
Emma F. Wells

Witnesseth, That the said part of the first part, in consideration of the sum of One Thousand & 00/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part, her 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:

All of Lot Numbered Fifty-six (56) and the west half (1/2) of Lot numbered Fifty-four (54) on Pinckney (now 6th) Street, in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 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 One Thousand & 00/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said

party of the first part to the said part of the second part; said note being given for the sum of One Thousand & 00/100 DOLLARS, dated May 29th 1925, due and payable in June 1st 1930 year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 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 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 not less than fifteen hundred dollars, against fire, 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 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised hereby waived or not, at the option of the part of the second part, here 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 the second part, making such sale, on demand, to the said first party or her, heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set her hand and seal the day and year last above written.
Signed, sealed and delivered in presence of
John H. Tucker Kathryn Leighton
(SEAL) (SEAL)

STATE OF KANSAS,

Douglas County,

Be it Remembered, That on this 29th day of May A. D. 1925, before me, she undersigned, Kathryn Leighton, a widow Notary Public in and for said County and State, came

L.S.

to me personally known to be 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 July 30th 1928 Wayne Gil Notary Public.

This instrument was filed for record on the 2nd day of June A. D. 1925, at 1:00 o'clock P. M.
J. E. Wellman Register of Deeds.
By Deputy.

E. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument of writing was made by said District Court, on the 26 day of January 1927, and that the same is duly recorded in Journal 11 at Page 85.
Witness my hand this 1st day of August 1927.
E. John Callahan, Clerk District Court.

ATTEST:

Harold R. Beck Register of Deeds