

MORTGAGE RECORD—59.

This Indenture, Made this Fifteenth day of July in the year of our Lord one thousand hundred twenty-five, between Nellie B. Burton and Julius C. Burton, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank. of the second part:

Reg. No. 910
Fee Paid \$1.25

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seven Hundred (\$700.00) 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 y of the second part, its 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 number One hundred Forty-two (142)
New Jersey Street, Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Nellie B. Burton and Julius C. Burton her husband do hereby covenant and agree that at the delivery hereof they the lawful owners 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 Seven Hundred DOLLARS,

according to the terms of one certain promissory note this day executed by said Nellie B. Burton and Julius C. Burton, her husband to the said part y of the second part; said note being given for the sum of Seven Hundred (\$700.00) DOLLARS,

dated July 15th 1925, due and payable in three year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$28.00

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 One Thousand 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 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, its 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, their 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 parties of the first part heirs and assigns.

In Testimony Whereof, The said part ies of the first part have hereunto set their hand and seal at the day and year last above written.

Signed, sealed and delivered in presence of

Nellie B. Burton (SEAL)
Julius C. Burton (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 15th day of July A. D. 1925, before me, Wayne Gill, a Notary Public in and for said County and State, came Nellie B. Burton and Julius C. Burton, wife and husband 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 Gill Notary Public.
This instrument was filed for record on the 15 day of July A. D. 1925 at 4:35 o'clock P. M.

Isa C. Wellman Register of Deeds.
By _____ Deputy.

Clifford E. Canaday,
Register of Deeds.

S. Smith
County of Douglas, Kansas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk of said County, on this 15th day of July A. D. 1925, at Lawrence, Kansas.
Witness my hand and seal this 15th day of July A. D. 1925.
S. Smith
County Clerk