

MORTGAGE RECORD—59.

This Indenture, Made this 30th day of July in the year of our Lord one thousand nine hundred twenty five, between Ida M. Hackney, a widow of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Emma F. Wells of the second part: Reg. No. 945
Fee Paid 225 IV

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty One Hundred & 00/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage to the said part 2nd 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:

Lot numbered Two Hundred Twenty nine (229) on Ohio Street, in the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

party of the first part do she 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 One Hundred (\$2100.00) DOLLARS, according to the terms of one certain promissory note this day executed by said

party of the first part to the said part 2nd of the second part; said note being given for the sum of Twenty one Hundred (\$2100.00) DOLLARS, dated July 30th 1925, due and payable in August 1st 1930 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons attached 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 2nd 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 Not less than Twenty Five Hundred (\$2500.00) 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 1st 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 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd 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, appraisement hereby waived or not, at the option of the part 2nd of the second part, her 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 2nd of the second part, making such sale, on demand, to the said party of the first, her heirs and assigns.

In Testimony Whereof, The said part 2nd of the first part has hereto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Ida M. Hackney (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County,

Be It Remembered, That on this 30th day of July A. D. 19 25, before me, the undersigned a Notary Public in and for said County and State, came Ida M. Hackney, a widow

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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 10 19 27 A. F. Flinn Notary Public.

This instrument was filed for record on the 30 day of July A. D. 19 25 at 4⁰⁵ o'clock P.M.
Ida E. Wellman Register of Deeds.
By Ida E. Wellman Deputy.

ATTEST:
Ida E. Wellman Notary Public

I, JOHN CALAHAN, 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 this 30th day of July A. D. 19 25, and that the same is duly recorded in Journal 57 at Page 13.
Witness my hand this 30th day of July A. D. 19 25.
John Calahan Clerk District Court.