

## MORTGAGE RECORD—59.

The following is endorsed on the original instrument.

Recorded March 22 1927

Lea E. Wallace  
Minister of Deeds

**Artist:**

This Indenture, Made this Fifth day of October in the year of our Lord one thousand nine hundred twenty five between Corner Newman and Nancy J. Newman, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Emma F. Wells of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of four hundred & 00/100 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 of 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: the said land situated in (16) on the

follows, to wit: Lots numbered Fifteen (15) & sixteen (16), on the south side of Walnut street in Simpson's subdivision in that part of the city of Lawrence known as north Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said parties of the first part 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 infeasible 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 Four Hundred (\$400.00) DOLLARS, according to the terms of one certain promissory note this day executed by said parties of the first part.

parties of the first part

to the said part 1 of the second part; said note being given for the sum of Four Hundred 400/100 DOLLARS

dated October 5th 1925 due and payable in October 15th 1930 year (in date thereof)

with interest thereon from the date thereof until paid according to the terms of said note and coupons of

with interest thereon from the date thereof to the date of payment, and the said interest shall be paid by the said party of the first part and coupons thereto attached, and as hereinafter specified. And the said party 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 Five hundred dollars against fire and to procure, 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 parties 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 overplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to the said first parties, their heirs and assigns.

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

Signed, sealed and delivered in presence of \_\_\_\_\_

Verner Newman (SEAL)

Nancy J Newman (SEAL)

STATE OF KANSAS,  
Douglas County, ss.

Be It Remembered, That on this 5th day of October A. D. 1922, before me  
the undersigned \_\_\_\_\_, a Notary Public in and for said County and State, came  
Vermer Newman & Nancy J. Newman, his wife

to me personally known to be the same person, he 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 Sept 9, 1929 John H Tucker Notary Public.  
This instrument was filed for record on the 14<sup>th</sup> day of October A. D. 1925 at 9<sup>25</sup> o'clock A. M.

This instrument was filed for record on the 14 day of October A. D. 1923 at 6 o'clock P.M.  
Spa E. Wellman,  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy

By \_\_\_\_\_ Deputy

The following is endorsed on the original instrument.