

MORTGAGE RECORD-59.

Reg. No. 1170  
Fee Paid \$2.50

This Indenture, Made this 5th day of October in the year of our Lord one thousand nine hundred twenty five between Alton Swain, an unmarried man 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 of the first part, in consideration of the sum of One Thousand & 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, in as sold, and by these presents do ~~sell~~ 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:

The south half (1/2) of lot number Thirty six (36) in Addition number five (5) and lots numbered Twenty One (21) & Twenty Two (22) in Addition numbered Six (6) in that part of the city of Lawrence known as North 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 ~~es~~ hereby covenant and agree that at the delivery hereof ~~be~~ the lawful owner of the premises above granted and seized of a good and infeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 parties 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 October 5th 1925 due and payable on October 15th 1930 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons 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 mortgagee, in the sum of Not less than Twelve hundred Dollars against fire, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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, 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, appraisement hereby waived or not, at the option of the part 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 making such sale, on demand, to the said first party or his heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set his hand and seal the day and year last above written. Signed, sealed and delivered in presence of Alton Swain (SEAL)

STATE OF KANSAS, Douglas County, ss.

Be It Remembered, That on this 5th day of October A. D. 1925 before me, the undersigned a Notary Public in and for said County and State, came Alton Swain, an unmarried man

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 Sept 9 1929 John A. Zucker Notary Public.

This instrument was filed for record on the 15 day of October A. D. 1925 at 8:15 o'clock P. M.

Eda E. Wellman Register of Deeds.

By Deputy.