

MORTGAGE RECORD-59.

Reg. No. 1732
Fee \$ 3.00 ✓

This Indenture, Made this 14th day of May in the year of our Lord one thousand nine hundred & twenty-six between Edward E. Pearson and Frances W. Pearson, his wife of Lawrence in the County of Douglas - and State of Kansas, of the first part, and Bernard Klaas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred - 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 party of the second part, his 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 Seventy-five (75) and the North four fifths (7/5) of Lot Number Seventy-seven (77) on West side of Indiana Street in Block eighteen (18) in that part of the City of Lawrence - formerly known as West Lawrence -

with the appurtenances, and all the estate, title and interest of the said parties 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 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 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 Twelve Hundred - DOLLARS,

according to the terms of a certain promissory note this day executed by said parties of the first part to the said party of the second part; said note being given for the sum of Twelve Hundred - DOLLARS,

dated May 14th 1926, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of thirty-six - 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 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 Twelve Hundred - DOLLARS, in some insurance company satisfactory to said mortgage, 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 party 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 first part; and it shall be lawful for the party of the first part, his 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, his 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 party of the second part, making such sale, on demand, to the said parties of the first part, 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

Edward E. Pearson (SEAL)
Frances W. Pearson. (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 14 day of May A. D. 1926 before me, A. F. Flinn, Notary Public in and for said County and State, came Edward E. Pearson and Frances W. Pearson, his wife.

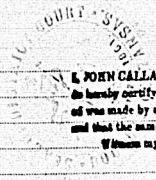
to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 April 10 - 1927. A. F. Flinn. Notary Public.

This instrument was filed for record on the 14 day of May A. D. 1926 at 3:30 o'clock P.M. L. E. Wellman. Register of Deeds.

By Deputy.



J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 19 day of Oct. 1926, and that the same is duly recorded in Journal, Book 199 at page 17. Witness my hand this 2 day of Dec. 1926. John Callahan, Clerk District Court.

ATTEST:

David A. Beck
Register of Deeds
by Ruth Sheldon - Leg -