

Witnesses as to signatures of  
Minnie L. and Victor Novak.  
Lester Ball  
M. Reinhart

Minnie L. Novak  
Victor Novak

State of Kansas  
Douglas County } SS

Be it remembered, that on this 30th day of Aug. 30, A.D. 1926 before the undersigned J.W. Kreider a Notary Public in and for the county and state aforesaid duly commissioned and qualified, personally came George L. McCarty and Gertrude McCarty his wife who are personally known to me to be two of the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written.

J.W. Kreider  
Notary Public.

LS  
Commission expires Jan. 8th, 1930.

State of California  
San Francisco County } SS

Be it remembered, that on this 26th day of August A.D. 1926 before the undersigned Lester Ball a Notary Public in and for the county and state aforesaid duly commissioned and qualified, personally came Minnie L. Novak and Victor Novak her husband who are personally known to me to be two of the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written.

Lester Ball  
Notary Public.

LS  
Commission expires September 2nd, 1929.

From  
Clarence A. Speer  
To  
Agatha G. Hughes et al.

MORTGAGE.

State of Kansas, Douglas County, ss  
This instrument was filed for record  
Sept. 10, 1926. At 8:45 A.M.

*John E. Wellman*  
Register of Deeds.

This Indenture, Made this day of ---- in the year of our Lord one thousand nine hundred twenty six between Clarence A. Speer and Myrtle Saylor Speer, his wife of Lawrence in the county of Douglas and state of Kansas of the first part and Agatha G. Hughes and Wm. D. Reilly of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Five 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 parties of the second part, their heirs and assigns forever, all that tract of land situated in the county of Douglas and state of Kansas, described as follows to-wit:

Lot no. 186 on Kentucky street, City of Lawrence, according to the record plat thereof, with the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said Clarence A. Speer and Myrtle Saylor Speer do hereby covenant and agree that at the delivery hereof they are 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 \$2500 Dollars according to the terms of one certain promissory note, this day executed by the said Clarence A. Speer and Myrtle Saylor Speer to the said parties of the second part, said notes being given for the sum of (\$2500.00) Twenty five hundred dollars dated ---- due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$87.50 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 parties 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 Four 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 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their 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 parties 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, on demand to the said Clarence A. Speer and Myrtle Saylor Speer their heirs and assigns.

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

Signed sealed and delivered in  
presence of:  
C.R. Innis.

Clarence A. Speer. (SEAL)  
Myrtle Saylor Speer (SEAL)

For Release of Mortgage see Book of page 328.

2022  
6.25