

Reg. No. 1275

Fee Paid, \$ 2.50

MORTGAGE RECORD-73

FROM

George J. Howell, a single man

TO

Nettie E. Cook

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 25 day of

March A. D. 1931 at 3:15 o'clock P. M.

E. D. Campbell

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this sixteenth day of March, in the year of our Lord one thousand nine hundred and thirty-one between

George J. Howell, a single man

of Lawrence in the County of Douglas and state of Kansas, of the first part, and

Nettie E. Cook

of the second part,

WITNESSETH, That the said part Y of the first part, in consideration of the sum of

One Thousand (\$1000.00)

DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he s sold, and by these presents do grant, bargain, sell and mortgage to the said part Y 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 Fifteen (15) in Block Five (5) in Lane's First Addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part Y of the first part therein, and the said

George J. Howell

do es hereby covenant and agree that at the delivery hereof he is the lawful owner s of the premises above granted and seized of a good and indefeasible 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 (\$1000.00) DOLLARS, according to the terms of one certain promissory note on this day executed by said

George J. Howell

to the said part Y of the second part.Said note being given for the sum of One Thousand (\$1000.00) DOLLARS,dated March 16, 1931, due and payable in three year s from date thereof, with interest thereon from the datethereof until paid, according to the terms of said note and coupons of 32.50 Dollars each thereto attached. And this conveyanceshall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part Y of the first part herebyagree s 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 ofsaid mortgagee in the sum of at least One Thousand (\$1000.00) 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 Y 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 pen-

alties and interest and costs thereon remaining unpaid or which may have been paid by the part Y of the second part, and all sums paid by the part Y ofthe second part for insurance, shall be due and payable or not, at the option of the part Y of the second part; and it shall be lawful for the part Y ofthe second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in themanner prescribed by law, appraisement hereby waived or not, at the option of the part Y 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 part Y making such sale, on demand, to thesaid George J. Howell, his heirs and assigns.IN TESTIMONY WHEREOF, The said part Y of the first part has his hand and seal, the day and year last above written

Signed, sealed and delivered in presence of

George J. Howell (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of March, A. D. 1931, before me J. H. Mitchell a Justice of the Peace a Notary Public in and for said County and State, came George J. Howell

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

(Seal)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

J. H. Mitchell, Justice of the Peace
Douglas County, Kansas Notary Public.(My commission expires 19)The following is endorsed on the original instrument:
The note herein described having been paid in full, the mortgage is hereby released
and the lien thereby created discharged.As witness my hand this 17th day of March A. D. 1931
Attest: Nettie E. CookThis release
was written
on the original
for release
this 17th day
of March
1931
Attest:
Harold A. Burt
Notary Public