

MORTGAGE RECORD NO. 58

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.

Recorded Feb 27-1923
Jas E. McIlwain

For Assignment See Book 57 Page 202

A. D. 1923

Witness my hand this 21st day of Feb. 1923
J. M. McIlwain

This Indenture, Made this 17th day of February in the year of our Lord
nineteen hundred and nineteen between John D. Bieper and Martha V.
Bieper, his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

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 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 One hundred and sixty-eight (168) on Massachusetts
street in the City of Lawrence, said County and State.

The mortgagee agrees to keep the buildings on premises insured
against fire, lightning and wind storm to the extent of their insurable
value, via company or companies approved by this mortgagee, with
mortgage clause attached making loan payable to said mortgagee, or
assigns, as interest may appear, and failing to do so, holder of
mortgage may have same insured and the cost of so doing added
to the mortgage.

with all 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 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Two thousand five hundred Dollars
according to the terms of one certain note this day executed
and delivered by the said parties of the first part to the said party of the second part
payable five years after date with interest thereon according to
the terms of said note and coupons thereto attached
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or interest
thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due
and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any
time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such
sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there
be, shall be paid by the party making such sale, on demand, to said parties of the first part
their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals
the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. D. Bieper (SEAL)
Martha V. Bieper (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 17th day of February A. D. 1919, before me,

Jennie Platt
J. D. Bieper and Martha V. Bieper, his wife

to me personally known to be
the same person who executed the foregoing instrument 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 30th March 1920

Filed for Record the 19 day of February A. D. 1923 at 11:30 o'clock A. M.

E. L. Mowbray Register of Deeds
Ernest Flora Deputy.

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.

Recorded Feb. 25-1921
J. E. McIlwain