

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument.

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

A witness my hand this 14th day of Oct - A. D. 1925

Attest: M. L. Biehoff

Recorded Oct. 24th 1925

Paul E. Weelmann

Register of Deeds

This Indenture, Made this Fifth day of August in the year of our Lord nineteen hundred and twenty between J. S. Daniels and Edna E. Daniels his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. L. Biehoff of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight 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 part y 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 Thirty-two (32) in Chippendale, an Addition to the City of Lawrence in said County and State

The mortgagor agree to keep buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company approved of by this mortgagee or assigns, with mortgage clause attached making loss payable to said mortgagee or his assigns, as interest may appear, said failing to do so holder of mortgage may have same insured and the cost of doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Eight 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 part y of the second part payable two 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 part y 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 part y making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Platt

J. S. Daniels

Edna E. Daniels

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 5th day of August A. D. 1925, before me, Jennie Platt a Notary Public in and for said County and State, came J. S. Daniels and Edna E. Daniels his wife to me personally known to be the same persons 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 1926

Jennie Platt

Notary Public.

Filed for Record the 6 day of Aug A. D. 1925 at 9:05 o'clock A.M.

Estlin Northrup

Register of Deeds

Ernest Ford

Deputy.

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.

Recorded Aug. 13th 1925

For Assignment See Book 52 Page 110