

MORTGAGE RECORD—59.

Registered

This Indenture, Made this 1st day of October A. D. 1924 between
Albert H. Harvey and Annie Harvey his wife

of Douglas County, in the State of Kansas of the first part, and

of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of
Five Hundred Sixty Seven DOLLARS,

the receipt of which is hereby acknowledged, do let by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to wit:

Lot Number Four (4) and all that part of Lot Number Five (5), in Block Number One Hundred Forty Three (143), lying more than fifty (50) feet north from the center of the main track of the Kansas City, Topeka and Western R.R. Co. Also Lot Number Seventeen (17) except that part taken off by the Santa Fe R.R. Co. Also in Block Number One Hundred Forty Three (143). All lots being located in the city of Eudora, Douglas County, State of Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Albert H. Harvey and Annie Harvey his wife have let this day executed and delivered A certain promissory note in writing to said party of the second part, of which the following is a copy:

Eudora, Kansas. October 1, 1924.
Three Years after date, We or either of us promised to pay to the order of Gen. H. Loehholz, Five hundred sixty seven and no/10 Dollars, at the Kaw Valley State Bank of Eudora, with seven per cent interest from date until maturity, and ten percent per annum after maturity until paid. Value received. Demand, protest and notice of non-payment of this note is waived by both makers and endorser hereof.
Albert H. Harvey L.S.
Annie Harvey L.S.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hand and the day and year first above written.

Executed in the presence of

Albert H. Harvey
Annie Harvey

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 1st day of October A. D. 1924 before me the undersigned a Notary Public in and for said County and State, frame who are personally known to me to be the same person as who executed the within instrument of writing, and such person as have

duly acknowledged the execution of the same.

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

My Commission Expires Feb. 21

1926

Otto A. Luvv.

Notary Public.

Recorded April 1st 1925
 at 2:00 P.M.

Geo. E. Willman,
 Register of Deeds.

THE FOLLOWING IS RECORDED ON THE ORIGINAL INSTRUMENT

1930

Received of Albert H. Harvey the sum of Five hundred sixty seven Dollars, in full satisfaction of the within Mortgage.

\$777.00

1930

Recorded June 2nd 1930
 Geo. E. Willman
 Register of Deeds