

MORTGAGE RECORD—59.

This Indenture, Made this 14 day of September in the

year of our Lord one thousand nine hundred and nineteen, between
Dick Williams and Mary E. Williams, his wife
of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Mary C. Foley

Witnesseth, That the said part all of the first part, in consideration of the sum of _____ of the second part:

Twenty four hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, he we sold, and by these presents do _____ grant, bargain, sell and mortgage to the said
part of 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 No. 159 and the North 10 feet of Lot 161 on Kentucky Street City
of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said _____ do _____ hereby covenant and
agree that at the delivery hereof they the lawful owner 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 Twenty four hundred DOLLARS,
according to the terms of _____ certain promissory note _____ this day executed by said
parties of the first part

to the said part _____ of the second part; said note being given for the sum of _____
Twenty four hundred DOLLARS,
dated September 1, 1919, due and payable in five year _____ from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Twenty two
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 part all 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 Twenty four hundred DOLLARS,
in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the
same at the expense of the part all 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 part _____ of the second part, and all sums paid by the part _____ of the second part for insurance, shall be due and payable or not, at the option of the part _____
of the second part; and it shall be lawful for the part _____ of the second part, her 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 part _____ 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 instru-
ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part _____ making such sale, on demand, to the said
Mary C. Foley, her heirs and assigns.

In Testimony Whereof, The said part all of the first part ha. we hereunto set their hand, and seal _____ the day and year
last above written.

Signed, sealed and delivered in presence of
Dick Williams (SEAL)
Mary E. Williams (SEAL)

STATE OF KANSAS,
Douglas County, } ss.

Be It Remembered, That on this 14 day of September A. D. 1919, before me,
A. F. Flinn, a Notary Public in and for said County and State, came
Dick Williams and Mary E. Williams, his wife, who
are to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the
execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 10, 1923 Notary Public.

This instrument was filed for record on the 13th day of December A. D. 1919, at 9:30 o'clock a.m.

Estelle J. Withers Register of Deeds.
By _____ Deputy.

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 is hereby
A. witness my hand this 14th day of September A. D. 1924
Mary C. Foley
Attest:

Recorded Nov. 24, 1924
Dick Williams
Register of Deeds