

MORTGAGE RECORD—59.

This Indenture, Made this 11th day of Decemberyear of our Lord one thousand nine hundred and nineteen in the
between Elmer E. Cyle and Minnie D. Cyle, his wife,
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
Nathans Rail Bank of the second part:Witnesseth, That the said parties of the first part, in consideration of the sum of ten 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 of the second part, its successors 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. One Hundred and seventy three (173) Massachusetts Street, City
of Lawrence.

with 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 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, 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 ten hundred DOLLARS,according to the terms of a certain promissory note, this day executed by said parties of the first part to the said party of the second part; said note being given for the sum of ten hundred DOLLARS,dated December 11, 1919, due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of thirty-five 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 parties 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 ten hundred 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, its successors, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the parties of the second part, its successors, 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 over-plus, if any there be, shall be paid by the parties of the second part, its successors, executors, administrators or assigns, to the said parties of the first part, their heirs and assigns.In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.Be It Remembered, That on this 27th day of Dec. A. D. 1919, before me,A. F. Flinn, a Notary Public in and for said County and State, came Elmer E. Cyle and Minnie D. Cyle, his wifewhose names 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 10, 1923 A. F. Flinn Notary Public.This instrument was filed for record on the 27 day of December A. D. 1919, at 4:10 o'clock P.M.Estelle Northrup Register of Deeds.By Eune Flora Deputy.The following is entered on the original instrument:
This note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.
As witness my hand this 15th day of January A. D. 1920
Wm. B. McManis
Register of DeedsGarle
James 15th 1920
Wm. B. McManis
Register of Deedsin the
between
Kansas, of the first part, andpart:
DOLLARS,
and mortgage to the said
State of Kansas, described as(7) Blockhereby covenant and
therein, free and clear of
to secure the payment of the
DOLLARS,DOLLARS,
from date thereof,hereinafter specified. And the
thereof, and to keep the said
DOLLARS,
and costs, and insure the
from the payment thereof,
n. But if default be made
conveyance shall become
paid or which may have
option of the parties
after, to sell the premises
d part, its successors,
conditions of this instru-
e, on demand, to the said
seal the day and year(SEAL)
(SEAL)A. D. 1919, before me,
County and State, cameI have
duly acknowledged the
above written.

Notary Public.

Register of Deeds.

Deputy.