

MORTGAGE RECORD—59.

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 discharged.
As witness my hand this 29th day of April A. D. 1924
Matkins National Bank
C. H. Tucker - Cash
Attest:

(Seal)
(Seal)

Recorded April 2 - 1924
Frank E. Cadwell
Register of Deeds

This Indenture, Made this 5th day of March in the
year of our Lord one thousand nine hundred & twenty
Frank E. Cadwell, a single man
of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Matkins National Bank of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Thousand DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said
party of the second part, its 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: The North half of the South East Quarter (N¹ of SE¹) Section
Thirty-one (31) Township Thirteen 13 Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Frank E. Cadwell do hereby covenant and
agree that at the delivery hereof he is 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 he 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 Four Thousand DOLLARS,
according to the terms of a certain promissory note... this day executed by said
Frank E. Cadwell
to the said party of the second part; said note being given for the sum of Four Thousand DOLLARS,

dated March 5, 1920, due and payable in five years from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 120
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 party 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 Four Thousand 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party
of the second part; and it shall be lawful for the party of the second part, its 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 party of the second part, its
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 party of the first part, making such sale, on demand, to the said
Frank E. Cadwell heirs and assigns.

In Testimony Whereof, The said party of the first part has hereunto set his hand and seal on the day and year
last above written.

Signed, sealed and delivered in presence of

Frank E. Cadwell (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 5th day of March A. D. 1924, before me,
A. F. Flynn, a Notary Public in and for said County and State, came
Frank E. Cadwell, a single man

who personally known to be the same person who executed the foregoing instrument of writing, and 'duly acknowledged the
execution of the same.

(R.S.)

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 10th 1925 A. F. Flynn Notary Public

This instrument was filed for record on the 5 day of March A. D. 1924, at 4³⁰ o'clock P.M.

Estelle Norchrup Register of Deeds.
By Terne Flora Deputy.