

MORTGAGE RECORD-59.

This Indenture, Made this 15th day of April

year of our Lord one thousand nine hundred Twenty (1920)
B. C. Hinesler and Frances R. Hinesler, his wife
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
James Fitzpatrick of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand seven hundred fifty & no/100 (\$3750.00) 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 party 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 Five (5) in Block Four (4) Lane's First Addition in the 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 shall the lawful owner of the premises above granted and seized of a good and inalienable 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 Three thousand seven hundred fifty & no/100 (\$3750.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said B. C. Hinesler and Frances R. Hinesler, his wife to the said party of the second part; said note being given for the sum of Three thousand seven hundred fifty & no/100 (\$3750.00) DOLLARS, dated April 15, 1920, due and payable in year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of 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 mortgage, in the sum of Five thousand & no/100 (\$5000.00) DOLLARS, in some insurance company satisfactory to said mortgage; 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 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, his 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 party of the second part, his 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 making such sale, on demand, to the said James Fitzpatrick, his 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. All instrumentalities and signatures made before signing.
 Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Do It Remembered, That on this 15 day of April A. D. 1920, before me,

Frank E. Banks, a Notary Public in and for said County and State, came

B. C. Hinesler and Frances R. Hinesler, his wife,

who is personally known to be the same person 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 November 8 1922 Frank E. Banks Notary Public.

This instrument was filed for record on the 15 day of April A. D. 1920, at 11 o'clock A.M.

Estelle Northrup Register of Deeds.

By Ferne Flora Deputy.

Reg. Fee = 74
 175
 The following is endorsed on the original instrument.
 This note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discharged.
 As witness my hand this 1st day of January A. D. 1923
James Fitzpatrick
 A Notary

RECORDED

Dec. 19 " 1925
Geo. E. Weller
 Register of Deeds

in the
 between
 of the first part, and

DOLLARS,
 and mortgage to the said
 of Kansas, described as

ten (100)
 cents (9)

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 herein, free and clear of
 the payment of the

DOLLARS,
 from date thereof,

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 DOLLARS

costs, and insure the
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 y, to sell the premises
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 demand, to the said

the day and year
 (SEAL)
 (SEAL)

D. 1920, before me,
 county and State, came

acknowledged the
 written.

Notary Public.

Register of Deeds.
 Deputy.