

MORTGAGE RECORD—59.

This Indenture, Made this 4th day of May in the year of our Lord one thousand nine hundred & twenty, between Arthur Braden and wife S. Braden, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Washburn National Bank

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in full sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors 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 South 50 feet of Lot 5 Block 8 Overd Addition to the City of Lawrence, said County & State.

with the appurtenances, and all the estate, title and interest of the said part iii 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 owner of the premises above granted and seized of a good and inalienable estate of inheritance, 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 Four Thousand DOLLARS, according to the terms of a certain promissory note, this day executed by said parties of the first part.

to the said part 4 of the second part; said note being given for the sum of Four Thousand DOLLARS

dated May 4, 1920 due and payable in one year from date thereof

dated May 4, 1920, due and payable in two coupons of 100 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 of the first part hereby agree to 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 Four thousand DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of 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 then remaining unpaid or which may have been paid by the party of of the second part, and all sums paid by the party of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the party of of the second part, its ~~successors~~ heirs and assigns 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 of the second part, its ~~successors~~ heirs and assigns 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 party of making such sale, on demand, to the said parties of the first part; their ~~heirs and assigns~~ heirs and assigns.

In Testimony Whereof, The said part 44 of the first part hereto set their hand and seal at the day and year last above written.

Signed, sealed and delivered in presence of

C. H. Tucker

Arthur Braden

Lura E. Braden

STATE OF KANSAS.

Douglas County, } 55.

Be it Remembered, That on this 4th day of May A. D. 1922, before me,
A. F. Flynn, a Notary Public in and for said County and State, came

Arthur Braden and Lora E. Braden, his wife,

where ~~to me~~ personally known to be the same person ^{person} who executed the ~~foregoing~~ ^{and person} 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 1933.

This instrument was filed for record on the 4 day of May, A. D. 1920, at 5⁰⁰ o'clock P.M.

By Estelle Norchups Register of Deeds.
Jerry Glaser Deputy.

By Samuel H. Davis Deputy

The following is account of the original instrument
 for some service, which having been paid to full, this purchase is hereby released and
 the same is hereby acknowledged and released. As witness my hand this 11th day of July, 1894. A. D. 1894. 19. 2. 2.

Matthew Wilson Bank,
 (Carp Corp)
 D. C. Apple
 Cashier

Recorded July 17 1882
Estelle Thompson Dyer
 Recorder of Deeds.