

MORTGAGE RECORD-59.

in the _____, between _____, Kansas, of the first part, and _____ part: _____ DOLLARS, all and mortgage to the said State of Kansas, described as _____ Section _____ mining 40 _____ quarter(?) _____ mining _____ hereby covenant and _____ and free and clear of _____ to secure the payment of the _____ DOLLARS, _____ DOLLARS, _____ year _____ from date thereof, _____ and the _____ herein specified. And the _____ hereof, and to keep the said _____ DOLLARS, _____ and costs, and insure the _____ from the payment thereof, _____ But if default be made _____ is conveyance shall become _____ unpaid or which may have _____ the option of the party _____ the conditions of this instru- _____, on demand, to the said _____ of seal _____ the day and year _____ (SEAL) _____ (SEAL)

The following is endorsed on the original instrument.
The note herein described having been paid in full, the mortgage is hereby released and the fee thereby created is hereby released.
As witness my hand this _____ day of _____ A. D. 1923
_____ Attorney General

Recorded March 20' 1923
Jed C. Wellman
Register of Deeds

This Indenture, Made this 1st day of May in the year of our Lord one thousand nine hundred twenty, between J. R. Kenyon and his wife E. H. Kenyon of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Lucy Kenyon Thawson, formerly Lucy Kenyon of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of Eleven 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 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:
The north half (1/2) of Park lot Thirty (30) in the city of Lawrence, Douglas County and State of Kansas.
with the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said J. R. Kenyon and E. H. Kenyon 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 Eleven Hundred DOLLARS, according to the terms of and certain promissory note etc. this day executed by said J. R. Kenyon and E. H. Kenyon to the said part of of the second part; said note being given for the sum of Eleven Hundred DOLLARS, dated May 1st 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 Thirty three 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 Eleven 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 part all of the first part, and the expense of such taxes and accruing penalties, interest and costs, 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 of the second part, and all sums paid by the part 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 part of 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 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 instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of making such sale, on demand, to the said parties of the first part heirs and assigns.
In Testimony Whereof, The said part all 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
J. R. Kenyon (SEAL)
E. H. Kenyon (SEAL)

STATE OF KANSAS, }
Douglas County, } ss.
Be It Remembered, That on this 1st day of May A. D. 1922, before me, A. F. Elmer, a Notary Public in and for said County and State, came J. R. Kenyon and his wife E. H. Kenyon, known to me personally known, to be the same person all who executed the within instrument of writing, and 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. Elmer Notary Public.
This instrument was filed for record on the 15 day of May A. D. 1922, at 9:25 o'clock A. M.
Estelle Northrup Register of Deeds.
By Lucius Flood Deputy.