

MORTGAGE RECORD—59.

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is charged.

As witness my hand this 22nd day of July A. D. 1924
Eliza A. Hollingworth
By Thomas C. Asher, Notary Public

Attest
1924
July 12
Shirley C. Hollingworth
Register of Deeds

For assignment see Book 65 page 21.

This Indenture, Made this 10th day of June in the
year of our Lord one thousand nine hundred Twenty between
Eliza A. Hollingworth and T. H. Hollingworth her husband
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
Isabel Smith of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Twelve hundred and Fifty 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, 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 No. 30 on Ohio Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said
Eliza A. Hollingworth and T. H. Hollingworth do hereby covenant and
agree that at the delivery hereof they are 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 Twelve hundred and Fifty DOLLARS,
according to the terms of note certain promissory note, this day executed by said
Eliza A. Hollingworth and T. H. Hollingworth
to the said part second of the second part; said note being given for the sum of
Twelve hundred and Fifty DOLLARS,
dated June 10, 1920, due and payable in five year 1 from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 27.50
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 Thirty two hundred and fifty 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 part first 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 part second of the second part, and all sums paid by the part second of the second part for insurance, shall be due and payable or not, at the option of the part second
of the second part; and it shall be lawful for the part second of the second part, heirs, 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 second of the second part, heirs
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 part second making such sale, on demand, to the said
Eliza A. Hollingworth heirs heirs and assigns.

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

Signed, sealed and delivered in presence of

Eliza A. Hollingworth (SEAL)
T. H. Hollingworth (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 10th day of June A. D. 1924, before me,
D. C. Asher, a Notary Public in and for said County and State, came
Eliza A. Hollingworth and T. H. Hollingworth
her husband
who personally known to be the same person who executed the within 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 March 20 1924 D. C. Asher Notary Public.
This instrument was filed for record on the 11 day of June A. D. 1924, at 9:55 o'clock A. M.

Estelle Norchrup Register of Deeds.
By Ferne Flora Deputy.