

## MORTGAGE RECORD—59.

The following is enforced on the original instrument.  
The note herein described being fully paid in full, this mortgage is hereby  
released and the lien thereby created is hereby  
As witness my hand this 17th day of November, A. D. 1923

Recorded November 17, 1923  
Earl C. Williamson  
Register of Deeds

Attest: Mary J. Metcalfe  
Sec. of Deeds

This Indenture, Made this 15th day of June in the  
year of our Lord one thousand nine hundred & twenty  
Arthur J. Brown and Lucy C. M. Brown, his wife,  
a. Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
C. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twelve hundred fifty & no/100 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  
parties of the second part, five 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 Thirteen (13) on Tennessee street 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 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 & fifty DOLLARS,  
according to the terms of a certain promissory note, this day executed by said parties of the first part

to the said parties of the second part; said note being given for the sum of Twelve hundred & fifty DOLLARS,

dated June 15, 1920, due and payable in three year from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 45 75

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 Twenty thousand 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 parties of the first part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties  
of the second part; and it shall be lawful for the parties of the second part, five 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 parties of the second part, five  
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 overplus, if any there be, shall be paid by the parties of the second part, making such sale, on demand, to the said  
parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

Arthur J. Brown (SEAL)  
Lucy C. M. Brown (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 15 day of June, A. D. 1923, before me,  
A. F. Flynn, a Notary Public in and for said County and State, came  
Arthur J. Brown and Lucy C. M. Brown, his wife,  
who are to me 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 April 10 1923, A. F. Flynn Notary Public.

This instrument was filed for record on the 15 day of June, A. D. 1923, at 5:00 o'clock P.M.

Estelle Northrup Register of Deeds.  
By Fernie Flann Deputy.