

MORTGAGE RECORD—59.

This Indenture, Made this 24th day of May in the year of our Lord one thousand nine hundred and twenty two, between C. S. McQueen, widower, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Lillian Juedicke of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fourteen Thousand One Hundred Twenty five (\$14,125.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 South East Quarter of section Fifteen (15); the North West Quarter of the South West Quarter of section Fourteen (14); and the South West Quarter of section Fifteen (15), less a tract beginning at the South East corner of said South West Quarter of section Fifteen (15), thence North 416 feet, thence West 277 feet, thence South 416 feet, thence East 277 feet to place of beginning, all in township Fourteen (14), range Eighteen (18). This mortgage is second and subsequent to a first mortgage of Ninety-five hundred (\$9500.00) Dollars.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. S. McQueen do well hereby covenant and agree that at the delivery hereof he 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 he 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 Fourteen Thousand One Hundred Twenty five DOLLARS, according to the terms of one certain promissory note, this day executed by said C. S. McQueen

to the said party of the second part; said note being given for the sum of Fourteen Thousand One Hundred Twenty five (\$14,125.00) DOLLARS, dated May 24, 1920, due and payable in five years, at from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 494.38 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 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 Fourteen Thousand One Hundred Twenty five (\$14,125.00) 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 party 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, 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 party 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 party of the first part making such sale, on demand, to the said party of the first part, her heirs and assigns.

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

Signed, sealed and delivered in presence of

C. S. McQueen (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 16 day of June A. D. 1922, before me, the undersigned a Notary Public in and for said County and State, came C. S. McQueen, widower (C.S.) who is personally known to be the same person as 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 June 24 1922 C. B. Kosford Notary Public.

This instrument was filed for record on the 20 day of July A. D. 1922, at 9:55 o'clock A.M.

Evelyn Northrup Register of Deeds.
By Fern Flora Deputy.

The following is abstracted as per order of the court in the case of C. S. McQueen vs. Lillian Juedicke, No. 175-1921. The same herein described having been paid in full, this mortgage is hereby discharged. As witness my hand and seal this 17th day of July, 1921.

Recorded July 17, 1921
C. B. Kosford
Register of Deeds.