

MORTGAGE RECORD - 59.

This Indenture, Made this 17th day of August

year of our Lord one thousand nine hundred twentieth in the
Chas. L. Kuhn and Lida Kuhn, his wife
 of Recreation in the County of Douglas and State of Kansas, of the first part, and
State Bank of Recreation, Recreation, Kansas.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Six hundred and no/100

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, its successors 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 East 65 feet of lots numbered 15, 16 and 17 and the strip of fifteen
feet wide adjoining them on the north, heretofore vacated off the south
side of Woodson Avenue. All in Block numbered 40 in the City of
Recreation, Kansas, according to the recorded plat thereof.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Chas. L. Kuhn + Lida Kuhn, his wife, do hereby covenant and
 agree that at the delivery hereof they 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 Six hundred and no/100 DOLLARS,
 according to the terms of their certain promissory note, this day executed by said parties of the first part.

to the said party of the second part; said note being given for the sum of Six hundred and no/100

DOLLARS,

dated August 17th - 1922, due and payable in 3 year, 2 from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of Liberty One

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 One 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 part 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of

the second part; and it shall be lawful for the part of the second part, its 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 the second part, its

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 of the second part, making such sale, on demand, to the said

Said parties heirs and assigns.In Testimony Whereof, The said parties of the first part hereunto set their hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

J. H. KreiderChas. L. KuhnLida Kuhn

STATE OF KANSAS,

Douglas County,Be it Remembered, That on this 20 day of Aug A. D. 1922, before me,J. H. Kreider a Notary Public in and for said County and State, cameChas. L. Kuhn and Lida Kuhn, his wife

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 Jan 8, 1922J. H. Kreider

Notary Public.

This instrument was filed for record on the 21 day of Aug A. D. 1922, at 9:40 o'clock A.M.Estelle NorthrupBy Lerna Flora

Register of Deeds.

Deputy.

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien hereby created discharged.
 As witness my hand this 20th day of September A.D. 1924
Ray B. Jones, Register of Deeds, Kansas

Attest:

York

Recorded Feb 21st 1924
Geo. C. McElroy
 Register of Deeds

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 mortgage to the said
 of Kansas, described as

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the day and year

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Notary Public.

Register of Deeds.

Deputy.