

MORTGAGE RECORD—59.

This following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby granted discharged.
As witness my hand this 20th day of Feb. A.D. 1925

Corp Seal

Recorded
Feb. 20 '1925
Jas. B. Kelleman
Notary Public

Attest:
Cubhart

The Citizens State Bank
by Wm. McLaughlin

This Indenture, Made this tenth day of September in the year of our Lord one thousand nine hundred and twenty, between Helen B. Flagg, a widow, and The Citizens State Bank of Lawrence, Kansas, in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said party _____ of the first part, in consideration of the sum of One Thousand (\$1000.00) Dollars, to her _____ duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party _____ of the second part, its 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 number two hundred and twenty (222) on Ohio street in the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said party _____ of the first part therein. And the said Helen B. Flagg hereby covenant and agree that at the delivery hereof she the lawful owner... of the premises above granted and seized of a good and infeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 one thousand (\$1000.00) Dollars, according to the terms of one certain promissory note this day executed by said Helen B. Flagg, to the said party _____ of the second part; said note being given for the sum of one thousand (\$1000.00) Dollars,

dated September 10th 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 \$25.00 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 agrees 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 two thousand Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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, 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 party _____ 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 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 _____ making such sale, on demand, to the said Helen B. Flagg, her heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,
Douglas County, } ss.

Be it Remembered, That on this 11 day of Sept A. D. 1920, before me, Geo. H. Kuhner a Notary Public in and for said County and State, came Helen B. Flagg

who is 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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Jan 25 1923. Geo. H. Kuhner Notary Public.

This instrument was filed for record on the 13 day of September A. D. 1920, at 2:00 o'clock P.M.

Estelle Northrup Register of Deeds,
By Ferne Flora Deputy.