

## MORTGAGE RECORD-59.

This Indenture, Made this 21st day of September in the year of our Lord one thousand nine hundred twenty (1920), between Stella Liebengood and C.E. Liebengood, her husband of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Louise F.S. Farrell of the second part:

Witnesseth, That the said part second of the first part, in consideration of the sum of Four thousand & 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 part first 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:

2nd Number One Hundred twenty six (126) Tennessee Street in the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part second of the first part therein. And the said parties of the first part 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 Four Thousand & no/100 (\$4000.00) DOLLARS,

according to the terms of certain promissory note this day executed by said Stella Liebengood and C.E. Liebengood, her husband, to the said part second of the second part; said note being given for the sum of Four Thousand & no/100 (\$4000.00) DOLLARS,

dated September 21st 1920, due and payable in three year U from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 140 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 part second 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 Four Thousand (\$4000.00) 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 part second 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 first of the second part; and it shall be lawful for the part first 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 part first 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 part first of the second part, making such sale, on demand, to the said Stella Liebengood heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Missouri County, ss.

Be It Remembered, That on this 21st day of September A. D. 1920, before me, Chas. F. Meuser, a Notary Public in and for said County and State, came Stella Liebengood and C.E. Liebengood, her husband, who personally known to be the same persons 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 10 1922 Chas. F. Meuser Notary Public.

This instrument was filed for record on the 27 day of Sept A. D. 1922, at 9 o'clock A.M.

Estelle Northrup Register of Deeds.  
By Ferns Flood 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 thereby created discharged.  
As witness my hand this 27th day of September A. D. 1923  
Louise F.S. Farrell

State of California / ss  
County of San Diego  
Subscribed & sworn to before me this 27th day of Sept. 1923 at San Diego, Cal.  
(F.S.)  
The county of San Diego, State of California, 27th day of Sept. 1923  
My Commission expires Jan 25th 1925

Recorded Nov 3 1923  
Joe E. Wellman  
Notary of Deeds  
Joe E. Wellman, Notary.