

## MORTGAGE RECORD-59.

The following is endorsed on the original instrument.  
 The note herein described having been paid in full, the mortgage is hereby  
 released and the lien thereby created discharged.  
 As witness my hand this 24th day of February A.D. 1923  
Wm. B. Hoff  
 Attest:

Recorded Feb. 24<sup>th</sup> 1923  
 Seal of Wm. B. Hoff  
 Register of Deeds

For Release See Page 26-Book 64  
 for Assignment, See Book 62, Page 14.

This Indenture, Made this fifteenth day of June in the  
 year of our Lord one thousand nine hundred twenty  
S. H. Stark and Mabel Stark, his wife,  
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
William B. Hoff of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand (\$2000.00) 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 of the second part, his 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 four (4) Lindley's Addition and the East fifty eight (58)  
feet of Lot five (5) Block eight (8) Haskell Place, in Addition to  
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  
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 claim whatsoever. This grant is intended as a Mortgage to secure the payment of the  
 sum of Two thousand (\$2000.00) DOLLARS,  
 according to the terms of one certain promissory note, this day executed by said  
S. H. Stark and Mabel Stark  
 to the said party of the second part; said note being given for the sum of Two thousand DOLLARS,  
 dated June 15, 1920, due and payable in three year or from date thereof,  
 with interest thereon from the date thereof until paid according to the terms of said note and six coupons of twenty  
 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 mortgagee, in the sum of Two thousand (\$2000.00) 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 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 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, his 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, his  
 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 party making such sale, on demand, to the said  
parties of the first part heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal the day and year  
 last above written.  
 Signed, sealed and delivered in presence of  
S. H. Stark (SEAL)  
Mabel Stark (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

Be it Remembered, That on this 6 day of Nov. A. D. 1922, before me,  
C. B. Hooford a Notary Public in and for said County and State, came  
S. H. Stark and Mabel Stark  
 who are to me 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 June 24 1922 C. B. Hooford Notary Public.  
 This instrument was filed for record on the 13 day of Nov. A. D. 1922, at 11:20 o'clock A.M.  
Estlin Northrup Register of Deeds.  
 By Furne Flora Deputy.