

MORTGAGE RECORD—59.

This Indenture,

This Indenture, Made this 1st day of December in the year of our Lord one thousand nine hundred, Twenty, between Mary S. Lamard, a widow, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas.

Witnesseth, That the said part 4 of the first part, in consideration of the sum of

_____ of the first part, in consideration of the sum of _____
Eighty Two Hundred and no/100 DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do _____ grant, bargain, sell and mortgage to the said
parties of the second part, their 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 North fifteen acres of the North half of the North East quarter of the North East quarter, the South two acres of the North East quarter of the North East quarter, the South East quarter of the North East quarter the two acres for railroad right of way, all in Section seven, Township thirteen, Range twenty, sixty-five acres according to Government plat.

with the appurtenances, and all the estate, title and interest of the said part 448 of the first part therein. And the said

_____ 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~~ 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 Sixty Two hundred and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by said _____

to the said part of of the second part; said note being given for the sum of _____

Sixth Two Hundred and no/100 DOLLARS,
dated December 1, 1920, due and payable in Five year, 1 from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and Ten coupons of 217

Dollars hereunto 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 first part 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 one hundred and fifty dollars, to wit: one hundred and fifty 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their 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 parties of the second part, their 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 parties making such sale, on demand, to the said Joseph Parker heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, } 53.

Be it Remembered, That on this 15th day of Dec. A. D. 1922, before me,

Mary S. Leonard, a widow

who is ^{to me} personally known, to be the same person ~~and~~ who executed the ^{within} ~~recording~~ instrument of writing, and ^{such person} 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. 31 1924 F. Henry Perkins Notary Public.

This instrument was filed for record on the 16 day of Dec. A. D. 1923, at 2⁴⁰ o'clock P.M.

By Esther Northrup Register of Deeds.
Jerne Flora Deputy.

For Assignment see Book 62 Page 128.

Recorded Oct 18 1926

Evelyn Norbanks

Register of Deaths

g. v. g.

and E. McBlairne

Robert E. Nichols

The undersigned of the said institution
There have been described having been paid in full, this mortgage is hereby released and the
last thereby created discharged. As witness my hand this 1st day of October A.D. 1926,
Attest: