

## MORTGAGE RECORD—59.

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 is hereby  
 As witness my hand this 26th day of March, A. D. 1924  
W. H. Tucker  
 Register of Deeds  
 Recorded March 26 1924  
W. H. Tucker  
 Register of Deeds

This Indenture, Made this 3rd day of February in the  
 year of our Lord one thousand nine hundred and twenty-four,  
G. O. Deay, a widower  
 of Lone Star, in the County of Douglas and State of Kansas, of the first part, and  
Washburn National Bank, Lawrence, Douglas County, Kansas  
 of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Eight Hundred Fifty DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said  
 part 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: The South East 1/4 of the South West 1/4 and the East half of the South  
West 1/4 of the South West quarter of Section 16, Township 14, Range 19. Also the  
South West 1/4 of the South East 1/4 of Section 16, Township 14, Range 19. Also the  
one half of South West 1/4 of South West 1/4 of South East 1/4 Section 9, Township  
14, Range 19. Containing 105 acres more or less.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said G. O. Deay  
 agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of  
 all incumbrances, and that he 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 Eight Hundred Fifty (\$850.00) dollars DOLLARS,  
 according to the terms of his certain promissory note, this day executed by said

G. O. Deay  
 to the said part of the second part; said note being given for the sum of Eight Hundred Fifty DOLLARS,  
 dated February 3, 1921, 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 five coupons of \$29.75  
 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 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 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 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  
 of the second part; and it shall be lawful for the part of the second part, its successors, administrators or assigns, at any time thereafter, to sell the premises  
 hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the part of the second part, its successors  
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 making such sale, on demand, to the said

G. O. Deay  
 heirs and assigns.  
 In Testimony Whereof, The said part of the first part has hereunto set his hand and seal the day and year  
 last above written.  
 Signed, sealed and delivered in presence of  
G. H. Tucker G. O. Deay (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

Be it Remembered, That on this 3rd day of February, A. D. 1924, before me,  
B. C. Asher, a Notary Public in and for said County and State, came  
G. O. Deay, a widower, who is

(LS)

him 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 Mar 20, 1924 B. C. Asher Notary Public.

This instrument was filed for record on the 3rd day of Feb, A. D. 1924, at 3:35 o'clock P. M.

Estelle Northrup Register of Deeds.  
 By 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 is hereby  
 As witness my hand this 26th day of March, A. D. 1924  
W. H. Tucker  
 Register of Deeds  
 Recorded Mar 27 1924  
W. H. Tucker  
 Register of Deeds