

MORTGAGE RECORD—59.

This Indenture, Made this Twenty Seventh day of November in the year of our Lord one thousand nine hundred and Twenty, between Lucy E. O'Neal and D. G. O'Neal (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Kansas Yearly Meeting of Friends (a Corporation) of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Seventeen hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part two 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: A part of the South West quarter (1/4) of Section Twenty four (24) Township Thirteen (13) Range Nineteen (19) more particularly described as commencing at the North West corner of said quarter (1/4) thence on the West line 53 1/2 rods thence East on a line parallel with the North line of said quarter Section 160 rods to the East line of said quarter Section, thence North on the East line 53 1/2 rods to the North East corner of said quarter Section, thence West on the North line of said quarter Section 160 rods to the place of beginning. Containing 53 1/2 acres more or less

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Lucy E. O'Neal and D. G. O'Neal 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 Seventeen hundred and fifty DOLLARS,

according to the terms of one certain promissory note this day executed by said Lucy E. O'Neal and D. G. O'Neal

to the said part two of the second part; said note being given for the sum of Seventeen hundred and fifty DOLLARS,

dated November 27 1920, due and payable in Five year and from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and six coupons of Sixty one 3/8 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 two 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 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 two 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable on or at the option of the part two of the second part; and it shall be lawful for the part two 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 part two 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 part two making such sale, on demand, to the said Lucy E. O'Neal heirs and assigns.

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

Signed, sealed and delivered in presence of

Lucy E. O'Neal (SEAL)
D. G. O'Neal (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 7 day of Feb A. D. 1921, before me,

John M. Newlin a Notary Public in and for said County and State, came

Lucy E. O'Neal and D. G. O'Neal

who are

to me 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 March 20 1923 John M. Newlin Notary Public.

This instrument was filed for record on the 7th day of Feb A. D. 1921, at 1:30 o'clock P.M.

Eggle Northrup Register of Deeds.

By Deputy 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 Twenty day of November A. D. 1922
Attest: (Cyril) W. H. Pickett Clerk.

Recorded Nov 27, 1922
Eastell Northrup, Register of Deeds

For this Release see
Book 62, Page 651.