

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 discharged.
As witness my hand this 15th day of February A. D. 1926
C. H. Tucker
Attest:

Recorded Feb. 15th 1926
Geo. C. Wellman
Register of Deeds

This Indenture, Made this 13th day of February in the
year of our Lord one thousand nine hundred & twentyone
Saundera Smith and Hattie B. Smith, husband and wife,
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
C. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred fifty + 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
party 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:

The East half of Lot One Hundred twenty one (121), One hundred twenty
three (123) and one hundred twenty five (125)
The East half of Lot One Hundred twenty two (122), One hundred twenty
four (124) and One hundred twenty six (126), all in Block No. Forty four
(44) in that part of the City of Lawrence known as West Lawrence.

with the appurtenances, and all the estate, title and interest of the said parties 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 claims whatsoever. This grant is intended as a Mortgage to secure the payment of the
sum of Two hundred fifty + no/100 DOLLARS,
according to the terms of a certain promissory note no/100 this day executed by said

parties of the first part
to the said party of the second part; said note being given for the sum of Two hundred and fifty and no/100 DOLLARS,
parties of the first part dated Lawrence, Kansas Feb. 12/1920, 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 10 coupons of ten

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 hundred fifty + no/100 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, interest and costs, and insurance, shall, from the payment thereof,
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 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, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year
last above written.

Signed, sealed and delivered in presence of

Saundera Smith (SEAL)
Hattie B. Smith (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 13th day of February A. D. 1926, before me,
A. F. Flinn, a Notary Public in and for said County and State, came
Saundera Smith and Hattie B. Smith, husband and wife,
who are personally known to be the same person as 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 April 10 1922 A. F. Flinn Notary Public.

This instrument was filed for record on the 12 day of Feb. A. D. 1926, at 10³⁰ o'clock A.M.

Estelle Norchaupt Register of Deeds.
By Ferne Floras 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 discharged.

Recorded
March 11th 1926
Geo. C. Wellman
Register of Deeds