

## MORTGAGE RECORD - 59.

The following is entered 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 September A. D. 1923

C. H. Tucker

Attest:  
W. A. Hill

Recorded September 17 1923  
Paul E. Williamson  
Register of Deeds

This Indenture, Made this 22 day of June in the  
year of our Lord one thousand nine hundred + twenty  
Napoleon Baege and Clara Baege, his 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  
Fifteen hundred 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 North half (1/2) of Lot No. One Hundred (100) on Massachusetts  
Street City of 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 infeasible 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 Fifteen hundred DOLLARS,  
according to the terms of a certain promissory note, 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

Fifteen hundred DOLLARS,  
dated June 22 1923, due and payable in three year 1 from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 5.25%

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 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, 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 parties 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 parties of the second part, 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 hand and seal the day and year  
last above written.

Signed, sealed and delivered in presence of

Napoleon Baege (SEAL)  
Clara Baege (SEAL)

STATE OF KANSAS,  
Douglas County, ss.

Be it Remembered, That on this 22 day of June A. D. 1923, before me,  
A. F. Flynn a Notary Public in and for said County and State, came  
Napoleon Baege and Clara Baege, his wife,  
whose name 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 April 10 1923 A. F. Flynn Notary Public.

This instrument was filed for record on the 23 day of February A. D. 1923, at 5:00 o'clock AM.

Estel Northrup Register of Deeds.  
By James Flood Deputy.

The following is entered on the original instrument.