

MORTGAGE RECORD—59.

This Indenture, Made this fourteenth day of May

year of our Lord one thousand nine hundred twenty-one (1921) in the
Michael O. Eberhart and Mabel E. Eberhart, wife,
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
E. H. Jones, of Lawrence, Kansas.

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

Five hundred + 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:

Lot Number One hundred twenty seven (127) on Connecticut Street
in the 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 the lawful owners of the premises above granted and seized of a good and inalienable 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 Five hundred + no/100 (\$500.00) DOLLARS,

according to the terms of one certain promissory note, this day executed by said

Michael O. Eberhart and Mabel E. Eberhart, his wife,
 to the said party of the second part; said note being given for the sum of

Five hundred + no/100 (\$500.00) DOLLARS,
 dated May 14, 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 ten coupons of Twenty
 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 mortgage, in the sum of Five hundred + no/100 DOLLARS,

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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 party of the second part, and all sums paid by the party 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
Michael O. Eberhart heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 14th day of May A. D. 1921, before me,
Frank E. Banks a Notary Public in and for said County and State, came
Michael O. Eberhart and Mabel E. Eberhart, his
wife,
 to me personally known to be the same persons 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 November 3 1922.

Frank E. Banks Notary Public.

This instrument was filed for record on the 14 day of May A. D. 1921, at 1:45 o'clock P.M.

Estee Norchup Register of Deeds.
Jesse Florn Deputy.

This release was recorded on the margin of the record

this day of 19

Register of Deeds

In consideration of full pay-

ment of the within mortgage I

hereby release the same this

3 day of May 1924

ATTEST:

Jesse Florn

Register of Deeds