

MORTGAGE RECORD - 59.

This Indenture, Made this

22nd

day of

March

year of our Lord one thousand nine hundred

twenty-one

Cornelius Young and Laura F. Young, his wife,
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Elizabeth M. Dick

of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum ofThirty five 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 part y of the second part, her 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 twenty-eight and one half (28 1/2) feet of Lot No. One hundred twenty (120) and the North twenty-six and one-half (26 1/2) feet of Lot No. One hundred twenty-two (122) Louisiana Street, City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the saidparties of the first part

do

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 Thirty five hundred (\$3500.00)

DOLLARS,

according to the terms of a certain promissory note this day executed by saidparties of the first partto the said part y of the second part; said note being given for the sum ofThirty five hundred (\$3500.00)

DOLLARS,

dated March 22nd 1921, due and payable in threeyear from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and three coupons of \$245.00

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 us 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 Thirty five hundred (\$3500.00)

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 part us 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part y of the second part, her 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 y making such sale, on demand, to the said

parties of the first part, their heirs and assigns.In Testimony Whereof, The said part us 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

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 22 day of March A. D. 1921, before me,
Anna H. Martindale, a Notary Public in and for said County and State, came
Cornelius Young and Laura F. Young husband and wife whom

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 Aug 9, 1921.Anna H. Martindale

Notary Public.

This instrument was filed for record on the 23rd day of May A. D. 1921, at 4:20 o'clock P. M.Estelle Northrup

Register of Deeds.

By _____ Deputy.

The following is endorsed on the original of this mortgage is hereby
 returned and the lien thereby created is discharged.
 As witness my hand this 18 day of March A. D. 1921
Mary M. Dick
 Attorney

Recorded March 22 1921
Paul C. Hollenbeck
 Register of Deeds

For Assignment See Book 65 Page 147

in the
 between
 of the first part, and

DOLLARS,
 and mortgage to the said
 of Kansas, described as

each in
ch. 52;
ch. 53;
ch. 54;

herely covenant and
 therein, free and clear of
 the payment of the
 DOLLARS;

DOLLARS,
 from date thereof,

after specified. And the
 of, and to keep the
 DOLLARS,
 and costs, and insure the
 the payment thereof,
 But if default be made
 conveyance shall become
 void or which may have
 option of the part

er, to sell the premises
 of this instru-
 demand, to the said

the day and year

(SEAL)

(SEAL)

D. 1921, before me,
 County and State, came

by acknowledged the

written.

Notary Public.

Register of Deeds.

Deputy.