

MORTGAGE RECORD - 59.

This Indenture, Made this

25

day of June

year of our Lord one thousand nine hundred and twenty one
 J. J. Eddy and Annie E. Eddy, his wife,
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
 Hannah P. Oliver of the second part:

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

Lot No. Eighty (80) Tennessee 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 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 ten 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 ten hundred DOLLARS,

dated June 25, 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 thirty five 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 ten hundred 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 party 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, appraisal 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 instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said J. J. Eddy his heirs and assigns.

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

Signed, sealed and delivered in presence of

J. J. Eddy (SEAL)
Annie E. Eddy (SEAL)

STATE OF KANSAS,

Douglas County, Mo.

Be it Remembered, That on this 27th day of June A. D. 1921, before me, A. F. Ehm a Notary Public in and for said County and State, came J. J. Eddy and Annie E. Eddy, his wife, who are personally known to me, and 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. Ehm Notary Public.

This instrument was filed for record on the 28 day of June A. D. 1921, at 9¹⁵ o'clock A.M.

Edwin Norchaf Register of Deeds.
Ferne Flora 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.
 As witness my hand this 14th day of June A. D. 1923
Hannah P. Oliver
Shick Williams

Recorded June 15 1923
Joakim Wellman
Joakim Wellman
Joakim Wellman

in the
 between
 of the first part, and
 of the second part:
 DOLLARS,
 and mortgage to the said
 of Kansas, described as
 (13)
 hereby covenant and
 therein, free and clear of
 secure the payment of the
 DOLLARS,
 from date thereof,
 after specified. And the
 of, and to keep the said
 DOLLARS,
 of costs, and insure the
 on the payment thereof,
 But if default be made
 conveyance shall become
 or which may have
 option of the party
 to sell the premises
 part, his
 conditions of this instru-
 on demand, to the said
 the day and year
 (SEAL)
 (SEAL)
 D. 1921, before me,
 county and State, came
 who are
 personally acknowledged the
 execution of the same.
 Notary Public.
 Register of Deeds.
 Deputy.