

MORTGAGE RECORD—59.

This Indenture, Made this 10th day of October in the year of our Lord one thousand nine hundred and twenty one, between Frank O. Brown and Eva M. Brown, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and B. H. Tucker of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in no sold, and by these presents do grant, bar, pin, sell and mortgage to the said part y 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 Fourteen (14) Kentucky Street in the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and lawful 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 Thousand DOLLARS, according to the terms of a certain promissory note parties of the first part this day executed by said parties of the first part.

to the said part y of the second part; said note being given for the sum of Two Thousand DOLLARS, dated October 10th 1921, due and payable in five year 4 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Eighty 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 ies 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 Thousand 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 part ies 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 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 part y 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 over-plus, if any there be, shall be paid by the part y making such sale, on demand, to the said Frank O. Brown his heirs and assigns.

In Testimony Whereof, The said part ies of the first part ha ve hereunto set their hand and seal at 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 11 day of October A. D. 1921, before me, Thomas N. Castles a Notary Public in and for said County and State, came Frank O. Brown and Eva M. Brown, his wife who are 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 5th 1922 Thomas N. Castles Notary Public.

This instrument was filed for record on the 13 day of October A. D. 1921, at 2:40 o'clock P. M.

By Estelle Northrup Register of Deeds. 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 11th day of October A. D. 1926

Attest C. H. Tucker
Dick Williams

This Release was written on the original Mortgage

dated Oct 10th 1921

R. E. Wellman
Reg. of Deeds.

Deputy

In consideration of full payment of the within mortgage I hereby release the same this 10th day of Sept 1924.
J. B. Colver

ATTEST:
Paul C. Wellman