

MORTGAGE RECORD - 59.

This Indenture, Made this first day of Julyyear of our Lord one thousand nine hundred and twenty oneHenry J. Alfordof Lawrencein the County of Douglas

and State of Kansas, of the first part, and

The Citizens State Bank of Lawrence, Kansas, of the second part:

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

Eight Hundred (\$800.00)

DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part, its 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 and seven (107) on Mississippi Street in Block thirty Eight (38) in that part of the City of Lawrence Kansas called Lawrence.

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

Henry J. Alforddo hereby covenant and agree that at the delivery hereof he the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Eight Hundred (\$800.00) DOLLARS,according to the terms of the certain promissory note this day executed by saidHenry J. Alford

to the said party of the second part; said note being given for the sum of

Eight Hundred (\$800.00)

DOLLARS,

dated July 1st 1921, due and payable in three year all from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$25.00Dollars 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 party of the first part hereby agrees 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 One Thousand (\$1000.00) 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 party 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, its 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, its 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 party of the second part, making such sale, on demand, to the saidHenry J. Alford his heirs and assigns.In Testimony Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Henry J. Alford (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.Be it Remembered, That on this 5th day of July A. D. 1921, before me,C. B. HolmceHenry J. Alforda Notary Public in and for said County and State, came Henry J. Alford and 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 20th 1924C. B. Holmce

Notary Public.

This instrument was filed for record on the 1 day of Dec A. D. 1921, at 4:15 o'clock P.M.Estelle Norchups

Register of Deeds.

By James Florn 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 hereby released.

As witness my hand this 13th day of Sept A. D. 1922Attest: The Citizens State Bank a mortgage A. J. McClintock cash ManagerRecorded - Sept 13 1922
Estelle Norchups
Register of Deeds