

## MORTGAGE RECORD—59.

This Indenture, Made this Sixth day of December in the year of our Lord one thousand nine hundred twenty-one, between

E. J. Arnold and Maud M. Arnold, his wife  
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
The Sanford Investment & Mortgage Company of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 Eighty-one (81) and the South one-fifth of Lot Seventy-nine (79) and the North Twenty (20) feet of Lot Eighty-Three (83), Block Eighteen (18) in West Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part us 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 Two Thousand (\$2000.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said

E. J. Arnold and Maud M. Arnold, his wife, to the said part of of the second part; said note being given for the sum of Two Thousand (\$2000.00) DOLLARS, dated December 6, 1921, due and payable in Three year from from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of Seventy 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 Two Thousand (\$2000.00) 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of 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 part of 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 part of of the second part, making such sale, on demand, to the said Parties of the first part heirs and assigns.

In Testimony Whereof, The said part us of the first part ha ve hereunto set their hands and seal (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 6 day of December A. D. 1921, before me,

The undersigned  
E. J. Arnold & Maud M. Arnold, his wife,  
who are  
to me personally known, to be the same person, s 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 September 15th 1922 E. J. Hilkey Notary Public.

This instrument was filed for record on the 7th day of December A. D. 1921, at 5:00 o'clock P.M.

Estelle Northrup Deputy.

From following is returned at the option of the mortgagee:  
The note herein described having been paid in full, this mortgage is hereby acknowledged and discharged. As witness my hand and seal this 19th day of April A. D. 1922.  
attest: The Sanford Investment & Mortgage Co.  
E. J. Arnold Sec.  
By C. B. Sanford Pres.  
Recorded: April 6th 1922  
Estelle Northrup  
Register of Deeds.

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 hereby created discharged.

Recorded - April 2nd - 1922