

MORTGAGE RECORD—59.

This Indenture, Made this 25th day of February

in the year of our Lord one thousand nine hundred & twenty two
G. H. Long and Ida B. Long his wife
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Chickens National Bank of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Six hundred fifty 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, 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. One hundred sixty eight (168) Rhode Island 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 Six hundred & fifty Dollars,

according to the terms of a certain promissory note, 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 Six hundred fifty & no/100 Dollars, dated February 25, 1922, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and two coupons of Twenty six 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 mortgagee, in the sum of Five 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 part y 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, 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 y of the second part, to secure the execution, administration 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 G. H. Long his heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seal on 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 25th day of Feb A. D. 1922, before me,

A. L. Slum, a Notary Public in and for said County and State, came G. H. Long and Ida B. Long, his wife,

(P.S.) whose names 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 April 10 1923 A. L. Slum Notary Public.

This instrument was filed for record on the 25 day of Feb A. D. 1922, at 2³⁵ o'clock P.M.

Esther Mordue Register of Deeds.
Ferne Buckner Deputy.

The following is enforced 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.

A witness my hand this 30th day of August A. D. 1923
John W. McElman Register of Deeds

Recorded Aug 31st 1923 (paid)
John W. McElman Register of Deeds