

MORTGAGE RECORD-59.

This Indenture, Made this Twentieth day of February in the year of our Lord one thousand nine hundred twenty-two between Walter H. Kenyon and Melia Kenyon, his wife. of Jefferson in the County of Jefferson and State of Kansas, of the first part, and The Mansfield Landmortgage Company of Topeka, Kansas. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand (\$3000.00) 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, to 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 Three, (3) of B. F. Smiths Subdivision of Lots Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) of Block Fifteen (15) of Babcock Enlarged Addition to the City of Lawrence, Kansas, and of Lots Twelve (12) and Thirteen (13) in Block Three (3) of Cranston Subdivision of Block Fifteen (15) of Babcock Enlarged Addition to the City of Lawrence, Douglas County, Kansas.

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 Three Thousand (\$3000.00) DOLLARS, according to the terms of one 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 Three Thousand (\$3000.00) DOLLARS, dated March 2, 1922, due and payable in 1000 in 3 years 9 \$ 2000 in 5 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of Dollars each thereon 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 Three Thousand (\$3000.00) 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 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 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, appraisalment 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 said Parties of the first part, heirs and assigns.

In Testimony whereof, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Walter H. Kenyon (SEAL)
Melia Kenyon (SEAL)

STATE OF KANSAS,

Douglas County,

Be it Remembered, That on this 20th day of February A. D. 1922, before me, C. B. Hoeford, a Notary Public in and for said County and State, came Walter H. Kenyon and Melia Kenyon, his wife,

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where one person personally known to be the same person who executed the within 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.

C. B. Hoeford

Notary Public.

My Commission expires January 24, 1922

This instrument was filed for record on the 2 day of March

A. D. 1922 at 1:35 o'clock P.M.

Estelle Norchup

Register of Deeds.

By Jerome Edora

Deputy.

The following is endorsed on the original instrument.

This note herein described being seen and in full, this mortgage is hereby released and the lien thereon is hereby acknowledged.

As witness my hand this 27th day of September A. D. 1922

Attest:

Register of Deeds

Recorded Sept 25 1922

John E. Campbell, Register of Deeds

For Assignment - See Bk. 67 - Pg. 64