

MORTGAGE RECORD—59.

Reg 32 # 131

This Indenture, Made this 26th day of April in the year of our Lord one thousand nine hundred and twenty two, between Oliver C. Barber, a widower, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and People's State Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty five Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, bargain, sell and mortgage to the said party of the second part, its successors 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:

The Northwest Quarter (NW 1/4) of Section Thirteen (13) Township Thirteen (13) Range Eighteen (18)

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

Oliver C. Barber does 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 Twenty five Hundred DOLLARS, according to the terms of one certain promissory note, this day executed by said

Oliver C. Barber to the said party of the second part; said note being given for the sum of Twenty five Hundred DOLLARS, dated April 26, 1922, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 87.50 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 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 mortgage, in the sum of

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 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 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 successors 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 successors 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 Oliver C. Barber 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

Oliver C. Barber

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 26th day of April A. D. 1922, before me, Arthur L. Barber, a Notary Public in and for said County and State, came Oliver C. Barber, a widower

(P.S.)

who is 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 10th 1923 A. F. Elium Notary Public.

This instrument was filed for record on the 26 day of April A. D. 1922 at 10:45 o'clock A.M.

Estelle Northrup Duffer Register of Deeds.
By Ernie Buckner Deputy.

Release

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 26th day of February A. D. 1923

Betty B. Barber
Oliver C. Barber
Sole and surviving personal
of Oliver C. Barber, deceased.

was written
on the original
mortgage
entered
this 27 day
of February
1922

Harold H. Beck
Reg. of Deeds
Deputy

For assignment see Book 88 page 421
For assignment see Book 88 page 74.

For extension see Book 77 - Page 411

For extension of Mfg. See Bk. 177 Pg. 844.

For assignment see Book 67 Page 71.

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 discharged.
As witness my hand this 26th day of February A. D. 1923

Recorded May 11 1922
John C. McElwain