

## MORTGAGE RECORD—59.

This Indenture, Made this thirty first day of May in the year of our Lord one thousand nine hundred and twenty two, Dora N. Borch, a widow, in the County of Leary and State of Kansas, of the first part, and August L. Duffie of Lawrence, Kansas, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Thousand DOLLARS, to her 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, his 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 seventy five (175) and the South ten (10) feet of Lot number One hundred seventy three (173) on New Hampshire Street, in the City of Lawrence,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Dora N. Borch, party of the first part do hereby covenant and agree that at the delivery hereof she the lawful owner of the premises above granted and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that she 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 Four Thousand (\$4000) DOLLARS,

according to the terms of one certain promissory note, this day executed by said Dora N. Borch, party of the first part to the said party of the second part; said note being given for the sum of Four Thousand (\$4000) DOLLARS,

dated May 31st 1922, due and payable in five years, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$130.00 DOLLARS each thereto attached. And this conveyance shall be void if such payments made as in said note and coupons thereto attached, and as hereinafter specified. And the said party 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 Thirty five hundred (\$3500) 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, his 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, his 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 making such sale, on demand, to the said Dora N. Borch, her heirs and assigns.

In Testimony Whereof, The said party of the first part has her hand and seal the day and year last above written. Signed, sealed and delivered in presence of Wm La Lave Dora N. Borch (SEAL) (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 31st day of May A. D. 1922, before me, Viola L. Richards, a Notary Public in and for said County and State, came Dora N. Borch, a widow,

to me 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.

My Commission expires February 4th 1924 Viola L. Richards Notary Public.

This instrument was filed for record on the 1st day of June A. D. 1922, at 3:10 o'clock P.M.

Estelle Dorthrup Duffie Register of Deeds.  
By Ernie Buckner Deputy.

The following is endorsed on the original in return:  
The note herein described having been paid in full, this mortgage is hereby released and this is hereby certified to.  
A witness my hand this 26th day of January A. D. 1923  
Attest: Geo. B. Kelly August 26th 1923

Recorded Jan 26 1923  
Geo. E. McLean  
Register of Deeds