

MORTGAGE RECORD—59.

This Indenture, Made this Twenty-ninth day of June in the year of our Lord one thousand nine hundred twenty-two,
L. Wait, a single man,
 of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and
E. B. Baker of the second part:

Witnesseth, That the said part 2 of the first part, in consideration of the sum of Five Thousand \$5,000.00 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents does sell grant, bargain, sell and mortgage to the said part 1 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: The Southeast Quarter of Section Sixteen (16), Township Thirtieth (30), Range Eighteen (18), Douglas County Kansas, less five (5) acres for a cemetery.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Party of the first part do he 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 Five Thousand (\$5,000.00) DOLLARS, according to the terms of certain promissory note this day executed by said Party of the first part

to the said part 1 of the second part; said note being given for the sum of Five Thousand (\$5,000.00) DOLLARS, dated June 29, 1922, due and payable in Five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$150. 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 1 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 Five Thousand (\$5,000.00) DOLLARS,

in some insurance company satisfactory to said mortgage, 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 1 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 1 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not, at the option of the part 1 of the second part; and it shall be lawful for the part 1 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, appraisalment hereby waived or not, at the option of the part 1 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 part 1 of the second part, his making such sale, on demand, to the said Party of first part heirs and assigns.

In Testimony Whereof, The said part 1 of the first part has he hereunto set his hand 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 29th day of June A. D. 1922, before me, E. B. Baker, a Notary Public in and for said County and State, came L. Wait, a single man,

(L.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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires June 24, 1926 E. B. Baker Notary Public.

This instrument was filed for record on the 30 day of June A. D. 1922, at 7:10 o'clock P.M.
Estelle T. Orthrup Register of Deeds.
Duffey Deputy.

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 thereby created discharged.

As witness my hand this 29th day of August A.D. 1926
E. Lawrence Notary Public
at Lawrence, Kan.

Attest

Recorded Sept 2nd 1926

Lawrence Register of Deeds

Indorsement Sec. 1306 b. 2 Page 574

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 thereby created discharged.

Recorded June 27 1924
W. H. H. H. H. Register of Deeds