

MORTGAGE RECORD-59.

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 17th day of June A.D. 1922
Wattkins National Bank -
Chattanooga, Tenn.

(Seal)

Registered June 17 1924
Jas. C. Williams
Register of Deeds

This Indenture, Made this 30th day of June

Year of our Lord one thousand nine hundred and twenty-two

J. A. Garst and Mrs. Abbie T. Garst

Lawrence

in the County of

Douglas

and State of Kansas, of the first part, and

Chattanooga National Bank, a corporation

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of

Seven Hundred and 00/100

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 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: Lots 161 and 163 on Connecticut Street, or what is commonly known as 1241 Connecticut Street in the City of Lawrence, Douglas County, Kansas.

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

J. A. Garst and Mrs. Abbie T. Garst

do hereby covenant and

agree that at the delivery hereof, they are 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 Seven Hundred and 00/100

DOLLARS,

according to the terms of one certain promissory note this day executed by said

J. A. Garst and Mrs. Abbie T. Garst.

to the said part of the second part; said note being given for the sum of

Seven Hundred and 00/100

DOLLARS,

dated June 30, 1922, due and payable in three year from date hereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 21.00

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 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

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 assure the same at the expense of the part 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of

the second part; and it shall be lawful for the part of the second part, its successors, 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 of the second part, its successors

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 of the second part, making such sale, on demand, to the said

J. A. Garst and Mrs. Abbie T. Garst, their heirs and assigns.

In Testimony Whereof, The said part 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

STATE OF KANSAS,

Douglas County.

Be It Remembered, That on this 30th day of June

1922, before me,

D. B. Asher,

a Notary Public in and for said County and State, came

J. A. Garst and Mrs. Abbie T. Garst.

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 Mar. 20, 1924

D. B. Asher

Notary Public.

This instrument was filed for record on the 1st day of July

A. D. 1922 at 11:50 o'clock A. M.

Charles M. Thompson

Register of Deeds.

By Deputy.