

## MORTGAGE RECORD—59.

Reg 3a-455

This Indenture, Made this 10 day of August in the year of our Lord one thousand nine hundred & twenty-two, between Albert McNick & Laura E. McNick, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Nathans National Bank of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Twenty five hundred 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 here 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 No Fifty four (44) on Vernon Street, City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 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 Twenty five hundred DOLLARS, according to the terms of a certain promissory note, this day executed by said parties of the first part

to the said part of the second part; said note being given for the sum of Twenty five hundred DOLLARS, dated August 10th, 1922, due and payable in One year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 2 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 then 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 Two Thousand 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 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 overplus, if any there be, shall be paid by the part of the second part, its heirs and assigns.

In Testimony Whereof, The said part of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

C. H. Tucker Albert McNick (SEAL)  
Laura E. McNick (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 6th day of Sept A. D. 1922, before me, A. P. Shum, a Notary Public in and for said County and State, came Albert McNick & Laura E. McNick, his wife who all being 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 10 1923 A. P. Shum Notary Public.

This instrument was filed for record on the 6th day of September A. D. 1922, at 25 o'clock P.M.

Edelle Northrup Duffer Register of Deeds.  
E. Babbitt Deputy.

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 discharged.

As witness my hand this 10th day of August A. D. 1926  
Nathans National Bank  
By A. P. Shum Notary  
Reg. of Deeds

For Assignment See 123: 64: 3: 523.  
For Assignment - See 6th 77.