

MORTGAGE RECORD—59.

This Indenture, Made this 28th day of October

year of our Lord one thousand nine hundred & twenty-two in the
George L. Whaley and Minnie J. Whaley his wife
of Lawrence in the County of Douglas and State of Kansas, of the first part, and

L. H. Tucker of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Eight hundred fifty Dollars,
 to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said
 part of of the second part, five 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 North West Quarter (N.W. 1/4) of the North East Quarter (N.E. 1/4)
of Section Twenty-three (23) Township Thirteen (13) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first
part agree that at the delivery hereof, all 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 Eight hundred & fifty 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 of the second part; said note being given for the sum of Eight hundred fifty & no/100 Dollars,
 dated October 28, 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 29.90 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 ies 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 _____ 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 part ies 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of
 of the second part; and it shall be lawful for the part of 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 part of 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 instru-
 ment, 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 making such sale, on demand, to the said
parties of the first part their heirs and assigns.
 In Testimony Whereof, The said part ies of the first part have hereunto set their hands and seal the day and year
 last above written.

Signed, sealed and delivered in presence of

George L. Whaley (SEAL)

Minnie J. Whaley (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 28 day of October A. D. 1922, before me,
G. L. Flynn a Notary Public in and for said County and State, came
George L. Whaley and Minnie J. Whaley his wife

who are in me personally known to be the same persons 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. F. Flynn Notary Public.

This instrument was filed for record on the 28 day of Oct A. D. 1922, at 11:40 o'clock A.M.

Estelle Murchup Ruffe Registrar of Deeds.
E. B. Babbitt 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 is discharged.
 As witness my hand this 21 day of March A. D. 1923
Wm. H. Tucker

W. J. Huddleston

Wm. H. Tucker

Wm. H. Tucker

Wm. H. Tucker