

MORTGAGE RECORD—59.

This Indenture, Made this Seventh day of October in the year of our Lord one thousand nine hundred and twenty two, between V. H. Bruner and Grace S. Bruner of Lawrence, in the County of Douglas and State of Kansas, of the first part, and D. C. Asher of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Seventeen hundred & 75/100 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, 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 Thirteenth Two (2) Block Tenth (10) Lane Place an addition to the 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 V. H. Bruner & Grace S. Bruner 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 Seventeen hundred DOLLARS, according to the terms of one certain promissory note, this day executed by said V. H. Bruner & Grace S. Bruner:

to the said part of the second part; said note being given for the sum of Seventeen hundred & 75/100 DOLLARS, dated Oct 7th 1921, 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 two coupons of two 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 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 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 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, 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 the second part, 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 of the second part making such sale, on demand, to the said V. H. Bruner & Grace S. Bruner heirs and assigns.

In Testimony Whereof, The said part of the first part have hereunto set their hand and seal on 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 24 day of October A. D. 1922, before me, Dick Williams, a Notary Public in and for said County and State, came V. H. Bruner and Grace S. Bruner:

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

My Commission expires April 18 1925

This instrument was filed for record on the 30th day of Oct A. D. 1922, at 11 20 o'clock a M.

Dick Williams Notary Public.
Estelle Northrup Duffee Register of Deeds.
E. B. Abbott Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 24 day of October 1922.

ATTEST:

Dick Williams
Notary Public
Nov. 8 - 1923

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same is there by created discharged.

Recorded Dec 2nd 1922