

## MORTGAGE RECORD—59.

Re 322 # 322

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 May A.D. 1926

Attest:

Recorded June 13 1926  
J. B. McElmurray  
Register of Deeds

The Assignment of the 13th & 14th pages 101

This Indenture, Made this 28th day of November

year of our Lord one thousand nine hundred & twenty two  
Geo. P. Uttinger and Laura Uttinger his wife  
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
C. H. Tucker of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seven hundred fifty & 7/100

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 y 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: Lot 16, June (9) and ten (10) Addition to Eight in that part  
of the City of Lawrence formerly known as North Lawrence. Also the  
South half (S 1/2) of the South West quarter (S 1/4) of the South West  
Quarter (S 1/4) of the South West Quarter (S 1/4) of Section Twenty (20)  
Township Twelve (12) Range Twenty (20) East of the Sixth E 1/4

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 do hereby covenant and agree that at the delivery hereof they 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 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 y of the second part; said note being given for the sum of

Seven hundred fifty DOLLARS,

dated Lawrence Mo. Nov. 28 1922, due and payable in five year 1 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 26 3/100

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 mortgage, in the sum of One thousand 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y

of the second part; and it shall be lawful for the part y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises

herely granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part y 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 overplus, if any there be, shall be paid by the part y 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 ha. ve hereunto set their hand 1 and seal 1 the day and year

last above written.

Signed, sealed and delivered in presence of

Geo. P. Uttinger (SEAL)

Laura Uttinger (SEAL)

STATE OF KANSAS,  
Douglas County, ss.

Be It Remembered, That on this 28th day of November A. D. 1922, before me,

A. F. Flinn, a Notary Public in and for said County and State, came

Geo. P. Uttinger & Laura Uttinger his wife

(S.S.) 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 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. Flinn Notary Public.

This instrument was filed for record on the 28th day of Nov

A. D. 1922, at 3:20 o'clock P. M.

Estelle Dithmays Duffer Register of Deeds.

By E. Babbitt Deputy.

This note has been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded Feb. 16 1926  
J. B. McElmurray  
Register of Deeds