

## MORTGAGE RECORD-59.

The following is returned to 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 8<sup>th</sup> day of September, A. D. 1923

With National Bank  
Attest: C. H. Tucker Clerk

Received 9-8-23 Cash Paid  
Indebtedness  
Myself  
J. H. Williams

This Indenture, Made this 20<sup>th</sup> day of December

year of our Lord one thousand nine hundred & twenty two

Eva M<sup>c</sup> Dougal, a widow

of Lawrence

in the County of Douglas

and State of Kansas, of the first part, and

Mathews National Bank

of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Ten hundred

DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, in full, and by these presents do sell, 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: The South thirty five feet (35) feet of Lot No. One Hundred & fifteen, Tennessee 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

Eva M<sup>c</sup> Dougal

do hereby covenant and

agree that at the delivery hereof she is 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 she 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 Ten hundred

DOLLARS,

according to the terms of a certain promissory note, this day executed by said Eva M<sup>c</sup> Dougal

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

DOLLARS,

dated December 20<sup>th</sup> 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 two coupons of

Forty

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 One 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 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

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

making such sale, on demand, to the said Eva M<sup>c</sup> Dougal

heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set her hand and seal the day and year last above written.

STATE OF KANSAS,

Douglas

County,

Be it Remembered, That on this 20<sup>th</sup> day of December

A. D. 1923, before me,

A. F. Fluitt

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

(L.S.)

Eva M<sup>c</sup> Dougal, a widow

who is personally known to me 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. F. Fluitt

Notary Public.

This instrument was filed for record on the 20<sup>th</sup> day of December

A. D. 1923, at 10:20 o'clock A.M.

Estelle Northrup Duffer

Register of Deeds.

By C. 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 11<sup>th</sup> day of September, A. D. 1923

Recorded 9-11-23