

MORTGAGE RECORD-59.

This Indenture, Made this 21st day of December in the year of our Lord one thousand nine hundred 7 twenty two between Bryan Helms a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and National Bank of the second part:

Witnesseth, That, the said part 1st of the first part, in consideration of the sum of One hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do sell grant, bargain, sell and mortgage to the said part 2d 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 No. twenty two (22) in Block Four (4) Belmont and Addition to the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Bryan Helms agree that at the delivery hereof he the lawful owner of the premises above granted and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that he 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 One hundred DOLLARS, according to the terms of a certain promissory note on this day executed by said Bryan Helms

to the said part 2d of the second part; said note being given for the sum of One hundred DOLLARS, dated December 21, 1922, due and payable in six months from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 1 coupon of four 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 1st 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 One hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part 1st of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insure the same 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 1st of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not, at the option of the part 2d of the second part; and it shall be lawful for the part 2d of the second part its successors to execute, release, discharge 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 2d 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 overplus, if any there be, shall be paid by the part 2d of the second part, on demand, to the said Bryan Helms heirs and assigns.

In Testimony Whereof, The said part 1st of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

L. H. Tucker

Bryan Helms

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 21 day of December A. D. 19 22, before me, N. E. Hagen a Notary Public in and for said County and State, came Bryan Helms (a single man)

(L.S.)

to me 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 Oct 11 1926 N. E. Hagen Notary Public.

This instrument was filed for record on the 21 day of December A. D. 1922, at 3:20 o'clock P.M.

Estelle Mottinup 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 thereby released.

As witness my hand this 14th day of September A. D. 1923
Notary Public Bryan Helms

Recorded Sept 17 1923 Carl
Spal E. McElman