

## MORTGAGE RECORD—59.

Key 24 = 371

The following is endorsed on the original instrument.  
This note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.

As witness my hand this 26 day of July A. D. 1923  
Walter National Bank  
Cashier

Recorded August 16<sup>th</sup> 1922

Elmer G. Carpenter  
Notary Public

This Indenture, Made this 27<sup>th</sup> day of January in the  
year of our Lord one thousand nine hundred & twenty three  
Berelda P. James a widow  
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
Waltham National Bank  
of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Five hundred DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said  
part of the second part, 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 One hundred & twenty (120) on Lawrence 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  
Berelda P. James 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 Five hundred DOLLARS,  
according to the terms of a certain promissory note, this day executed by said Berelda P. James

to the said part of the second part; said note being given for the sum of Five hundred DOLLARS,  
dated Lawrence, Mo. Jan'y 27/23, 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 fifteen 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 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 assigns, 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, its successors  
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  
Berelda P. James 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.  
Signed, sealed and delivered in presence of  
Berelda P. James (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County,

Be it Remembered, That on this 26<sup>th</sup> day of January A. D. 1923, before me,  
A. F. Elium, a Notary Public in and for said County and State, came  
(LS) Berelda P. James a widow

who is 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 April 10 1923

This instrument was filed for record on the 27 day of Jan

A. F. Elium Notary Public.

A. D. 1923, at 11<sup>30</sup> o'clock P. M.  
Isa C. McIlwain Register of Deeds.

By Deputy.

Clerk of the District Court of Douglas  
County, Kansas, do hereby certify that a instrument of the above  
described nature was made by said part of the first part, and the  
said part of the second part, and that the same is duly recorded in  
volume 112, page 571.  
Witness my hand this 17<sup>th</sup> day of April 1923

Elmer G. Carpenter  
Notary Public