

## MORTGAGE RECORD-59.

This Indenture, Made this 7th day of February in the year of our Lord one thousand nine hundred & twenty-three, between Fred Logan and Laura Logan, 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 parties of the first part, in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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 No One hundred forty eight (148), One hundred forty nine (149), One hundred fifty (150), One hundred fifty one (151), One hundred fifty two (152), and One hundred fifty three (153) in addition No. 3 in that part of the City of Lawrence formerly known as North Lawrence.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part agree that at the delivery hereof they are 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 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 Four hundred DOLLARS,

according to the terms of a certain promissory note this day executed by said Fred Logan and Laura Logan to the said party of the second part; said note being given for the sum of Four hundred DOLLARS,

dated February 7, 1923, due and payable in three year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of Dollars and coupons 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 parties 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 mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties 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 and insurance remaining unpaid or which may have been paid by the parties of the first part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, his 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 parties 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 over-plus, if any there be, shall be paid by the parties of the second part making such sale, on demand, to the said Fred Logan, his heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal 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 7th day of February A. D. 1923, before me, A. J. Hinn a Notary Public in and for said County and State, came Fred Logan and Laura Logan, his wife, who are to me 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 10th 1923 A. J. Hinn Notary Public.

This instrument was filed for record on the 7th day of February A. D. 1923, at 4:25 o'clock P. M.

Dea. C. Wellman Register of Deeds.

By Dea. C. Wellman Deputy.

The following is enforced 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 17 day of March A. D. 1928 C. H. Tucker Attest:

Recorded March 19 - 1928

Dea. C. Wellman Register of Deeds

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

Recorded Feb. 27 - 1924

Dea. C. Wellman Register of Deeds