

MORTGAGE RECORD-59.

This Indenture, Made this 24th day of February in the year of our Lord one thousand nine hundred & twenty three between Maudie M. Gibb a widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and Watkins National Bank of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Sixty five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have she sold, and by these presents do she grant, bargain, sell and mortgage to the said part of of the second part, its 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 fifty (50) feet of Lot No. Six, Block Eight Creed Addition, City of Lawrence, also, Beginning at a point on the south boundary of the South East quarter of Sec. six (6) Township Thirteen (13) Range Twenty (20) five Chains, East of the South west corner of said quarter section thence East 4 chains 50 links, thence North 10 chains, thence west 4 chains, 50 links, thence South 10 chains to place of beginning containing 4 1/2 acres more or less.

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Maudie M. Gibb do hereby covenant and agree that at the delivery hereof she 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 Sixty five hundred DOLLARS,

according to the terms of at certain promissory note this day executed by said Maudie M. Gibb to the said part of of the second part; said note being given for the sum of Sixty five hundred DOLLARS,

dated February 24, 1923 due and payable in three year x from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of Dollars and thereunto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereunto attached, and as hereinafter specified. And the

said part of of the first part hereby agrees 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 Sixty five hundred DOLLARS, in some insurance company satisfactory to said mortgagee, 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 of 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, its 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 part of of the second part, its 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 making such sale, on demand, to the said Maudie M. Gibb heirs and assigns.

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

Signed, sealed and delivered in presence of

C. S. Tucker

Maudie M. Gibb. (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 24th day of Feb. A. D. 1923, before me, L. S. L. S. Hinn a Notary Public in and for said County and State, came Maudie M. Gibb a widow

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 L. S. Hinn Notary Public.

This instrument was filed for record on the 24 day of February A. D. 1923 at 4 20 o'clock P. M. Dea B. Wellman. Register of Deeds.

By _____ Deputy.

This following is a true and correct copy of the original instrument, as the same has been described having been paid in full, this mortgage is hereby released, and the lien thereby created is hereby released.

Attest:

(Seal)

Register of Deeds

Received July 24 1923
Dea B. Wellman

For Partial Release
SEE BOOK 64 PAGE 267.