

MORTGAGE RECORD—59.

This Indenture, Made this 26th day of February in the year of our Lord one thousand nine hundred & twenty three, between James C. Malin & Pearl Keene Malin, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Matkins National Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, its successors, 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: The South five (5) feet of Lot No Two Hundred & twenty three (223) and all of Lot No Two Hundred & twenty five (225) Ohio Street, City of 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 do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Three Thousand DOLLARS, according to the terms of a certain promissory note, this day executed by said parties of the first part

to the said party of the second part; said note being given for the sum of Three Thousand DOLLARS, dated February 26, 1923, 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 105.00 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 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 Three Thousand 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 thereon remaining unpaid or which may have been paid by the parties of the second 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 party of the second part; and it shall be lawful for the parties of the second part, its successors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the parties of the second part, its successors, 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 parties of the first part, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

L. L. Tucker

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 26 day of Feb A. D. 1923, before me,

L. L.

A. F. Shinn a Notary Public in and for said County and State, came James C. Malin and Pearl Keene Malin, his wife

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 10 1923 A. F. Shinn Notary Public.

This instrument was filed for record on the 26 day of February A. D. 1923, at 11 30 o'clock A. M. Geo. E. Wellman Register of Deeds.

By _____ 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 June 15 day of June A. D. 1927
Matkins National Bank
Corp. Sec. C. H. Tucker Pres.

Recorded June 15 1927
Geo. E. Wellman
Register of Deeds

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.

Recorded Oct 26 1925