

MORTGAGE RECORD—59.

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 discharged.

As witness my hand this 17th day of April A. D. 1926.

Attest:
Emma J. Wells
Execution of State of Kansas.

This Indenture, Made this 14th day of April in the
year of our Lord one thousand nine hundred twenty three, between
Wilber W. Sawyer and Bessie M. Sawyer, husband and wife
of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. D. Mills

of the second part:

Witnesseth, That the said parties, of the first part, in consideration of the sum of
Five Hundred 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
part 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 Numbered Three (3) in Drainage
subdivision of Block Numbered seven
(7) of Earl's Addition to the 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 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 Five Hundred DOLLARS,
according to the terms of one certain promissory note of the first part this day executed by said

to the said part of the second part; said note being given for the sum of

Five Hundred

DOLLARS,

dated April 14th, 1923, due and payable in Five year 1 from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of

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 mortgagee, in the sum of not less than 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 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, 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 part 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 part of the first part making such sale, on demand, to the said

parties of the first part heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

Wilber W. Sawyer (SEAL)
Bessie M. Sawyer (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 14th day of April A. D. 1923, before me,

L.S.

The Undersigned, a Notary Public in and for said County and State, came

Wilber W. Sawyer and Bessie M. Sawyer
husband and 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 September 15th 1926

E. J. Hilkey

Notary Public.

This instrument was filed for record on the 16th day of April

A. D. 1923, at 4:35 o'clock P. M.

Don E. Wellman

Register of Deeds.

By _____ Deputy.

Recorded July 29th 1926
Don E. Wellman
Register of Deeds

Recorded April 19th 1927
Don E. Wellman
Register of Deeds