

MORTGAGE RECORD-59.

Rec. Ex. # 26
7-15

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 is discharged.
At witness my hand this 19th day of April A. D. 1923.
C. H. Tucker
Notary Public
Recorded April 19, 1923
Dean E. Wellman
Register of Deeds

For Assignment See Book 67 Page 69

This Indenture, Made this 16th day of April
year of our Lord one thousand nine hundred & twenty three
A. B. Mitchell and Edna Mitchell, his wife
of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and
Nathans National Bank,
Lawrence, Kansas 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 sell, grant, bargain, sell and mortgage to the said
party 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 West half of Lots three (3) and four (4)
Block nine (9) Lanes first addition to the
city of Lawrence

with the appurtenances, and all the estate, title and interest of the said party 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 April 16th 1923, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 105 each, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Three Thousand 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 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 party 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, appraisement hereby waived or not, at the option of the party of the second part, discharging the execution, administration 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 party 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
C. H. Tucker

A. B. Mitchell (SEAL)
Edna Mitchell (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 17th day of April A. D. 1923, before me,

L. S. A. F. Shum, a Notary Public in and for said County and State, came
A. B. Mitchell and Edna Mitchell
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 1926 A. F. Shum Notary Public.

This instrument was filed for record on the 17th day of April A. D. 1923, at 2:45 o'clock P. M.
Dean E. Wellman, Register of Deeds.

By Deputy.