

MORTGAGE RECORD - 59.

This Indenture, Made this 12th day of May
 year of our Lord one thousand nine hundred and twenty three in the
Isaac Miller and Adella Miller, his wife
of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Matkins National Bank

Witnesseth, That the said party of the first part, in consideration of the sum of
One 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
 party of the second part, its successors
 follows to wit: The South half of Lot No Ten (10) on
Massachusetts Street in the City of Lawrence
said County and State.

with the appurtenances, and all the estate, title and interest of the said part of the first part 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 One 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
One Thousand DOLLARS,

dated May 12, 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 Forty
 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 Fifteen hundred 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 party 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 then remaining unpaid which may have
 been paid by the party of the second part, and all sums paid by the party 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
 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, its successors
 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 instru-
 ment, together with the cost and charges of making such sale, and the over-plus, if any there be, shall be paid by the party of the first 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 hand and seal of the day and year
 last above written.

Signed, sealed and delivered in presence of

L. H. Tucker

Isaac Miller

Adella Miller

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 12th day of May A. D. 1923, before me,

L. B.

A. L. Flynn

Isaac Miller and Adella Miller

his wife

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 1926 A. L. Flynn Notary Public.

This instrument was filed for record on the 12 day of May A. D. 1923 at 10 o'clock A. M.

L. B. Wellman

Register of Deeds.

By Deputy.

This following is indexed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby
 released and this lien thereby extinguished as aforesaid.

As witness my hand this 13 day of April A. D. 1924

W. H. Tucker
Notary Public

Recorded April 17 - 1924

John C. Wellman
 Register of Deeds