

## MORTGAGE RECORD—59.

This Indenture, Made this 10th day of May in the year of our Lord one thousand nine hundred and twenty three between J. F. Thompson and Sarah E. Thompson husband & wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, a corporation of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) 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, 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 the East half of Block Fifty (50) in that part of the City of Lawrence known as West Lawrenceless roadway for public road along and across the south end of said tract.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. F. Thompson and Sarah E. Thompson husband & wife 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 One Thousand (\$1000.00) 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 10, 1923, due and payable in five year at from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 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 mortgagee, in the sum of One 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 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 thereon remaining unpaid or 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, 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, 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 party of the second part, making such sale, on demand, to the said first parties, their heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,  
Douglas County, ss.

Be It Remembered, That on this 12th day of May A. D. 1923, before me, Walter G. Thiele Notary Public in and for said County and State, came J. F. Thompson and Sarah E. Thompson 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 Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Apr. 23rd 1923 Walter G. Thiele Notary Public.

This instrument was filed for record on the 12th day of May A. D. 1923, at 3:35 o'clock P.M. Isa B. Millman Register of Deeds.

By \_\_\_\_\_ Deputy.

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, State of Kansas, on the day of Oct 1923 at Lawrence Mo. As witness my hand this 10th day of Oct 1923 at Lawrence Mo. Isa B. Millman Register of Deeds.

Recorded Oct 2 1923 Isa B. Millman Register of Deeds.

The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, State of Kansas, on the day of Oct 1923 at Lawrence Mo. As witness my hand this 10th day of Oct 1923 at Lawrence Mo. Isa B. Millman Register of Deeds.

Recorded Nov. 18 1922 Isa B. Millman Register of Deeds.