

MORTGAGE RECORD—59.

This Indenture, Made this 15th day of May in the year of our Lord one thousand nine hundred and twenty three, between Mollie E. Asher, a widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank a banking corporation of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One thousand and no/100 (\$1000.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage to the said part 2d of the second part, its successors 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 Eighty-two (82) in Block Fifty-four (54), also the east twenty (20) feet of Lot eighty-four (84); The north ten (10) feet of Lot one hundred and fifty-one (151) and the north twenty-five (25) feet of Lot one hundred and fifty-two (152) all in Block number fifty-four (54) in that part of the city of Lawrence, known as West Lawrence, Douglas County Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mollie E. Asher do hereby covenant and agree that at the delivery hereof she the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 (\$1,000.00) DOLLARS, according to the terms of one certain promissory note on this day executed by said Mollie E. Asher

to the said part 2d of the second part; said note being given for the sum of One thousand (\$1,000.00) and no/100 DOLLARS, dated May 15, 1923, due and payable in three year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$38.00 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 part 1st of the first part hereby agrees 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 part 1st 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 1st of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 2d of the second part; and it shall be lawful for the part 2d of the second part, its executors, 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 part 2d of the second part, its 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 2d of the second part, on demand, to the said Mollie E. Asher heirs and assigns.

In Testimony Whereof, The said part 1st of the first part has her hereunto set her hand and seal the day and year last above written. Signed, sealed and delivered in presence of Mollie E. Asher (SEAL)

STATE OF KANSAS, }  
Douglas County, } ss.  
Be It Remembered, That on this 12 day of May A. D. 1923, before me, L. S. a Notary Public in and for said County and State, came Mollie E. Asher, a widow

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 Jan'y 20 1924 Geo. T. Metzger Notary Public.  
This instrument was filed for record on the 22nd day of May A. D. 1923 at 11 o'clock A. M.  
Law E. Wellman Register of Deeds.  
By \_\_\_\_\_ Deputy.

This following is entered in the official instrument book  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created is terminated.  
A. D. 1923  
Witness my hand this 18th day of May  
Mollie E. Asher  
Harry C. Asher  
Recorded May 18 1923  
Geo. E. Cunningham  
Notary Public  
For Assignment see Book 155 Page 636