

## MORTGAGE RECORD-59.

This Indenture, Made this 5th day of Juneyear of our Lord one thousand nine hundred and twenty three in the  
Mary S. Leonard a widow, between  
Lawrence, in the County of Douglas and State of Kansas, of the first part, andWatkins National Bank of the second part:Witnesseth, That the said part of of the first part, in consideration of the sum ofher Eleven Thousand DOLLARS,  
duly paid, the receipt of which is hereby acknowledged, has of sold, and by these presents do grant, bargain, sell and mortgage to the said  
part of 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:The North West Quarter (NW 1/4) of the North East  
Quarter (NE 1/4) of Section Seven (7) Township Thirteen  
(13) Range Twenty (20) less the South ten (10) acres  
and like R.R.with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the saidMary S. Leonard 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 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 Eleven Thousand DOLLARS,  
according to the terms of a certain promissory note this day executed by saidMary S. Leonard  
to the said part of of the second part; said note being given for the sum of  
Eleven Thousand DOLLARS,  
dated June 5, 1923, due and payable in three year 2 from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 440.00  
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 of of the first part hereby agree to 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 Five 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 of 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of  
of the second part; and it shall be lawful for the part of 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 part of of the second part, its successorsMary S. Leonard - her  
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 part of making such sale, on demand, to the said  
Mary S. Leonard - her heirs and assigns.In Testimony Whereof, The said part of of the first part has of herunto set her hand and seal the day and year  
last above written.

Signed, sealed and delivered in presence of

C. A. HiceMary S. Leonard (SEAL)

STATE OF KANSAS,

Douglas County, } ss.Be it Remembered, That on this 5 day of June A. D. 1923, before me,L. S.A. J. Flinn, a Notary Public in and for said County and State, cameto 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. J. Flinn Notary Public.This instrument was filed for record on the 5 day of June A. D. 1923, at 1:50 o'clock P.M.Isa E. Wellman  
Register of Deeds.

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

The following is endorsed on the original instrument:

The note herein described having been paid in full, said mortgage is hereby  
released and the lien thereby created discharged.As witness my hand this 5th day of June A. D. 1923Mary S. LeonardRecorded June 5 " 1923Isa E. Wellman  
Register of Deeds