

MORTGAGE RECORD—59.

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 discharged.
As witness my hand this 13th day of June A. D. 1923

Recorded July 13 " 1923
D. E. Wellman
Register of Deeds

In Return See Book 77-97
For Assignment See Book 64 Page 276

Myself of County of Douglas State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the Register of Deeds of said County.

This Indenture, Made this 21st day of April in the year of our Lord one thousand nine hundred Twenty-Three, between Orrin Kennedy and Beulah Kennedy his wife, in the County of Douglas and State of Kansas, of the first part, and

The Hosford Investment & Mortgage Company of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred & No/100 (\$1500.00) 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 part 2nd of the second part, its 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:

Lot Number Seven (7), Block Four (4), Haskell Place, an Addition to the City of Lawrence Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 Fifteen Hundred & No/100 (\$1500.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said parties of the first part.

to the said part 2nd of the second part; said note being given for the sum of Fifteen Hundred & No/100 (\$1500.00) DOLLARS, dated April 21, 1923, due and payable in Five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$2.50 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 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 Fifteen Hundred & No/100 (\$1500.00) 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 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd 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, appraisement hereby waived or not, at the option of the part 2nd 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 2nd of the second part, its 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

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 14th day of June A. D. 1923, before me,

L. S.

Orrin Kennedy and Beulah Kennedy who are his wife 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 July 24 1925 W. F. March Notary Public.

This instrument was filed for record on the 16th day of June A. D. 1923 at 1:30 o'clock P. M.

D. E. Wellman Register of Deeds.

By _____ Deputy.

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 discharged.
As witness my hand this 13th day of June A. D. 1923