

## MORTGAGE RECORD-59.

This Indenture, Made this 11th day of June in the year of our Lord one thousand nine hundred twenty-three, between Elmer E. Pyle and Minnie D. Pyle, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Laura B. Powell of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Ten hundred

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 parties of the second part, her 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 No. One Hundred seventy-three (173)  
Massachusetts Street, City of Lawrence

with the appurtenances, and all the estate, title and interest of the said parties 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 owner of the premises above granted and seized of a good and inalienable 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

Ten hundred

DOLLARS,

according to the terms of a certain promissory note this day executed by said

parties of the first part

to the said parties of the second part; said note being given for the sum of

Ten hundred (\$1000.00)

DOLLARS,

dated June 16, 1923, due and payable in Three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$35.00

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 parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties, interest and costs, and to keep the said premises insured in favor of said mortgagee, in the sum of Three hundred 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 parties of the first part, and the expense of such taxes and accruing penalties, interests and costs, and shall be 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the parties of the second part, their 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 parties of the second 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 the day and year last above written.

Signed, sealed and delivered in presence of

Elmer E. Pyle (SEAL)  
Minnie D. Pyle (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 15th day of June A. D. 1923, before me, D. C. Asher, a Notary Public in and for said County and State, came Elmer E. Pyle and Minnie D. Pyle 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 Mar 20 1924

D. C. Asher

Notary Public.

This instrument was filed for record on the 15th day of June

A. D. 1923, at 3:40 o'clock P. M.

L. S. Powell

Register of Deeds.

By L. S. Powell Deputy.

The foregoing instrument is hereby acknowledged as the original instrument.

The fees herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Attest my hand this first day of June A. D. 1923.

Laura B. Powell

L. S. Powell

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