

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.  
A witness my hand this 31st day of August A.D. 1927  
Agatha G. Hughes

Recorded  
Feb. 24 " 1927  
J. A. E. Wellman  
Register of Deeds

For Clarence Lee Book 6 Page.

This Indenture, Made this 31st day of July in the year of our Lord one thousand nine hundred Twenty three  
Clarence A. Speer and Myrtle Saylor Speer, his wife  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
Agatha G. Hughes and Edward F. Reilly of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of Two Thousand Five Hundred DOLLARS,  
them duly paid, the receipt of which is hereby acknowledged, have be sold, and by these presents do grant, bargain, sell and mortgage to the said  
us of the second part, their 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 186 on Kentucky Street, City of Lawrence according to the recorded plat thereof.

in the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said  
Clarence A. Speer and Myrtle Saylor Speer do hereby covenant and  
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 \$ 2500.00 DOLLARS,  
according to the terms of one certain promissory note this day executed by said

Clarence A. Speer and Myrtle Saylor Speer  
to the said part us of the second part; said note being given for the sum of \$ 2500.00 DOLLARS,  
dated July 31, 1923 due and payable in three year or from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$ 87.50

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 us 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 Four Thousand Dollars 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 us 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 us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us  
of the second part; and it shall be lawful for the part us 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, appraisement hereby waived or not, at the option of the part us 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 instru-  
ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part us making such sale, on demand, to the said  
Clarence A. Speer and Myrtle Saylor Speer heirs and assigns.

In Testimony Whereof, The said part us of the first part have be herunto set their hand and seal the day and year  
last above written.

Signed, sealed and delivered in presence of  
Jennie Watt Clarence A. Speer (SEAL)  
Myrtle Saylor Speer (SEAL)

STATE OF KANSAS, }  
Douglas County, } ss.

Be it Remembered, That on this 31st day of July A. D. 1923, before me,  
Jennie Watt a Notary Public in and for said County and State, came  
Clarence A. Speer and Myrtle Saylor Speer,  
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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires 30th March 1924 Jennie Watt Notary Public.  
This instrument was filed for record on the 31st day of July A. D. 1923, at 2<sup>10</sup> o'clock P.M.

By J. A. E. Wellman Register of Deeds.  
J. A. E. Wellman Deputy.