

MORTGAGE RECORD—59.

This Indenture, Made this 4th day of August in the year of our Lord one thousand nine hundred & twenty three, between Oliver W. Patterson and Carrie E. Patterson, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank of the second part:

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

Two Thousand

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 party of the second part, to purchase 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 Two hundred twenty eight (228) on Louisiana 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 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 Two Thousand Dollars according to the terms of a certain promissory note, this day executed by said parties of the first part

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

Two Thousand

DOLLARS,

dated August 4, 1923, due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of Seventy 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 or costs shall accrue on account thereof, and to keep the premises insured in favor of said mortgagee, in the sum of Two 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 parties 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 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, 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 parties of the second part, its successors, 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 hands and seal, this day and year last above written.

Signed, sealed and delivered in presence of

C. H. Tucker

Oliver W. Patterson (SEAL)

Carrie E. Patterson (SEAL)

STATE OF KANSAS,

Douglas County,) ss.

L. S.

Be it Remembered, That on this 4th day of August A. D. 1923, before me, A. F. Flinn, a Notary Public in and for said County and State, came Oliver W. Patterson and Carrie E. Patterson, his wife who are personally known to me to be the same persons 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. F. Flinn Notary Public.

This instrument was filed for record on the 4th day of August A. D. 1923 at 11:30 o'clock A. M.

Dea E. Wellman

Register of Deeds.

By _____ Deputy.

Recorded Aug 19th 1923

Dea E. Wellman

Register of Deeds

For Assignment See Book 65 Page 117.

This Indenture is subject to the original instrument.

The first three pages of this instrument are subject to the original instrument.

As witness my hand this 4th day of August A. D. 1923

Dea E. Wellman

Register of Deeds

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 5th day of August, 1923.