

MORTGAGE RECORD-59.

Record # 89
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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 extinguished.
As witness my hand this 12th day of April A. D. 1927
Henry Trabe.
Notary Public
April 21 1927
J. C. W. Hippel

This Indenture, Made this 24th day of August in the year of our Lord one thousand nine hundred Twenty-Three A. W. Ward and Eliza C. Ward, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Hofsford Investments & Mortgage Company of the second part:

Witnesseth, That the said part^{ies} of the first part, in consideration of the sum of Twenty-Five Hundred & no/100 (\$2500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said part^{ies} 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 128, Indiana Street, Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said part^{ies} of the first part therein. And the said part^{ies} of the first part hereby covenant and agree that at the delivery hereof they are 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 Twenty-five Hundred & no/100 DOLLARS, according to the terms of a certain promissory note, this day executed by said part^{ies} of the first part.

to the said part^{ies} of the second part; said note being given for the sum of Twenty-five Hundred & no/100 (\$2500.00) DOLLARS, dated September 1, 1923, due and payable in Three year^s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 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^{ies} 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 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^{ies} 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^{ies} of the second part, and all sums paid by the part^{ies} of the second part for insurance, shall be due and payable or not, at the option of the part^{ies} of the second part; and it shall be lawful for the part^{ies} 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^{ies} 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^{ies} making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part^{ies} of the first part have hereunto set their hand^s and seal^s the day and year last above written.

Signed, sealed and delivered in presence of
A. W. Ward (SEAL)
Eliza C. Ward (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 24th day of August A. D. 1923, before me, J. C. W. Hippel, a Notary Public in and for said County and State, came L. S. A. W. Ward and Eliza C. Ward.

to me personally known to be the same person^s 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 Jan 27 1927 F. C. W. Hippel Notary Public.

This instrument was filed for record on the 24th day of Aug. A. D. 1923, at 11:40 o'clock A. M.
J. C. W. Hippel
Register of Deeds.
Deputy.