

MORTGAGE RECORD—59.

The following is enforced 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 24 day of October A. D. 1923
W. E. Nelson and Mae Nelson
Carroll

Recorded Oct 24 1923
Joe E. Wellman
Register of Deeds

This Indenture, Made this 22 day of August in the
year of our Lord one thousand nine hundred 23 and twenty three
W. E. Nelson and Mae Nelson 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 part ies of the first part, in consideration of the sum of Seven hundred DOLLARS,
to do duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, 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 No. 168 on Perry Street in Addition
Number two (2) in that part of the City of
Lawrence formerly known as North Lawrence
said County, and State

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 of 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 Seven hundred DOLLARS,
according to the terms of a certain promissory note parties of the first part this day executed by said

to the said part ies of the second part; said note being given for the sum of Seven hundred DOLLARS,
dated Aug. 22 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 24.50 100
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 the sum of Seven 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 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 provided 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 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 ies of the second part, its making such sale, on demand, to the said
W. E. Nelson, his heirs and assigns.

In Testimony Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year
last above written.

Signed, sealed and delivered in presence of

C. H. Tucker

W. E. Nelson (SEAL)

Mae Nelson (SEAL)

STATE OF KANSAS,
Douglas County, } ss.

L. S.

Be it Remembered, That on this 30th day of August A. D. 1923 before me,
G. S. Shinn a Notary Public in and for said County and State, came
W. E. Nelson and Mae Nelson 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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 10 1927 G. S. Shinn Notary Public.

This instrument was filed for record on the 30th day of August A. D. 1923 at 4:05 o'clock P. M.

Joe E. Wellman
By Joe E. Wellman Register of Deeds.
Deputy.