

MORTGAGE RECORD—59.

This Indenture, Made this 21st day of Septemberyear of our Lord one thousand nine hundred Twenty-Three in the
County of Douglas and State of Kansas, of the first part, and
of C. B. Hooford and Helen J. Hooford, his wife
Laurence

John H. Bebbeken

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum ofEight Thousand & No/100 (\$8000.00)

DOLLARS,

to them the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, sell and mortgage to the said
part y of the second part, his 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:The North Half (1/2) of Lot Eighty-Five (85)
Massachusetts Street, Lawrence, Kansas.with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the saidparties 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 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 Eight Thousand & No/100 (\$8000.00) DOLLARS,
according to the terms of one certain promissory note this day executed by said parties of the first partto the said part y of the second part; said note being given for the sum ofEight Thousand & No/100 (\$8000.00)

DOLLARS,

dated October 1, 1923 due and payable in five years or from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$240.00Dollars 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 said
premises insured in favor of said mortgagee, in the sum of Eight Thousand & No/100 (\$8000.00) 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
of the second part; and it shall be lawful for the parties of the second part, but 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 parties of the second part, his
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 parties of making such sale, on demand, to the said
heirs and assigns.In Testimony Whereof, The said parties of the first part have ve hereunto set their hands and seal the day and year
last above written.

Signed, sealed and delivered in presence of

C. B. Hooford

(SEAL)

Helen J. Hooford

(SEAL)

STATE OF KANSAS,

Douglas County, } ss.Be it Remembered, That on this 21st day of September A. D. 1923, before me,L. S.C. B. Hooford and Helen J. Hoofordhis wife and her heirs and assigns who are
to me personally known, to be the same person as 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.

Geo. W. Huhne

Notary Public.

My Commission expires Jan. 25 1926This instrument was filed for record on the 21st day of September A. D. 1923, at 4 o'clock P. M.Ida E. Hillman

Register of Deeds.

By _____ Deputy.

For Release see Book 67-Page-582.