

MORTGAGE RECORD—59.

This Indenture, Made this 20th day of September in the
year of our Lord one thousand nine hundred, & twenty three, between
Rosa C. Lee a widow
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Witnesseth, That the said part 4 of the first part, in consideration of the sum of Thirty five hundred of the second part: DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do well grant, bargain, sell and mortgage to the said part 4 of the second part, 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 35 Two hundred twenty five (322) on Louisiana Street, City of Lawrence. - known as 1216 Louisiana Street

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Rosa G. Dsc do so hereby covenant and agree that at the delivery hereof she 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 she 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 Thirty five hundred DOLLARS, according to the terms of a certain promissory note this day executed by said Rosa G. Dsc

to the said party y of the second part said note being given for the sum of Thirty five hundred DOLLARS,
dated September 18th 1923, due and payable in five year 2 from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 122.50
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 party y of the first part hereby sets up 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 mortgage, in the sum of Thirty five hundred DOLLARS,
in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the
same at the expense of the part y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable and not, at the option of the part y
of the second part; and it shall be lawful for the part y of the second part, 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 party y of the second part,
executors, administrators or assigns, 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to the said
Rosa C. See heirs and assigns.
In Testimony Whereof, The said party y of the first part has u hereto set her hand and seal the day and year
last above written.

In Testimony Whereof, The said part of of the first part i.e. 2 hereunto set her hand and seal _____ the day and year last above written.

Signed, sealed and delivered in presence of

_____ Rosa C. Lee (SEAL)

_____ (SEAL)

STATE OF KANSAS, } ss.
Druglaw County,
 Be it Remembered, That on this *20th* day of *Sept.* A. D. 19*23*, before me,
A. J. Sherry, a Notary Public in and for said County and State, came
L. L. Roca & Co. Inc
a widow
 personally known to be the same person ^{to me} who executed the foregoing instrument of writing, and ^{who is such person} 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 A. F. Slinn Notary Public.

This instrument was filed for record on the 24th day of September 1923, at 4⁰⁵ o'clock P. M.

Isa C. Wellman
Register of Deeds.
By _____ Deputy.

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 is discharged.
As witness my hand this 17 day of June A. D. 1954
J. W. Windsor
Attorney

This Release
was written
on the original
Mortgage &
this 17th day
of June
1934

Eliz. E. Armstrong
Reg. of Deeds
BOSTON, MASS.

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 discharging.

Recorded Nov. 3. 1925