

MORTGAGE RECORD—59.

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.

At witness my hand this 14th day of December A.D. 1924
Sarah H. Shearer
 Attorney

Received December 19 1924
Paul C. Wellman
 Register of Deeds

This Indenture, Made this Eighth day of October in the year of our Lord one thousand nine hundred twenty three
V. K. Bruner and Grace S. Bruner, his wife
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Sarah H. Shearer of the second part:

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

Seventeen Hundred and no/100 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, her 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 Number Two (2) Block Ten (10) Lane Place an Addition to the 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

V. K. Bruner and Grace S. Bruner do 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 Seventeen Hundred DOLLARS, according to the terms of one certain promissory note, this day executed by said V. K. Bruner and Grace S. Bruner

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

Seventeen Hundred DOLLARS,

dated Oct. 8th 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 2 coupons of \$59.50 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 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 mortgage, in the sum of

one 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, her 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 of the second part, her 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 of the second part, her executors, administrators or assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hand and seal on the day and year last above written.

Signed, sealed and delivered in presence of

V. K. Bruner (SEAL)

Grace S. Bruner (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 7th day of November A. D. 1923, before me,

D. C. Asher

V. K. Bruner and Grace S. Bruner 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Mar. 20 1924 D. C. Asher Notary Public.

This instrument was filed for record on the 16 day of Nov. A. D. 1923, at 1:45 o'clock P. M.

Paul 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.

Received Aug - 7 1930
Paul C. Wellman
 Register of Deeds

For Assignment see Book 65 Page 79.