

## MORTGAGE RECORD—59.

This 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 discharged.  
 Witness my hand this 27 day of October A. D. 1924  
Ch. Tucker  
 Register of Deeds

Recorded Oct. 27 1924  
Isa E. Wellman  
 Register of Deeds

This Indenture, Made this 21st day of December in the  
 year of our Lord one thousand nine hundred twenty three  
Florence E. Wilbur, a widow  
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and

C. H. Tucker of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Five Hundred DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has sell sold, and by these presents does 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:

Lot No One Hundred, forty two (142) on  
Louisiana Street, City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

Florence E. Wilbur does 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 Five Hundred DOLLARS,

according to the terms of a certain promissory note, this day executed by said

to the said part y of the second part; said note being given for the sum of Five Hundred DOLLARS,  
 dated Dec. 21, 1923 due and payable in Five year at from date thereof,  
 with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 17.50

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 y 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 Five 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 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 or 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, his 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 y 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 part y making such sale, on demand, to the said  
Florence E. Wilbur heirs and assigns.

In Testimony Whereof, The said part y of the first part has set her hand and seal the day and year  
 last above written.

Signed, sealed and delivered in presence of

Florence E. Wilbur (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

L. S.

Be It Remembered, That on this 21st day of December A. D. 1923, before me,  
A. F. Flinn a Notary Public in and for said County and State, came  
Florence E. Wilbur a widow.

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 April 10 1927 A. F. Flinn Notary Public.

This instrument was filed for record on the 22 day of December A. D. 1923 at 9<sup>40</sup> o'clock A.M.

Isa E. 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 discharged.

Recorded Feb. 9 1926  
Isa E. Wellman  
 Register of Deeds