

MORTGAGE RECORD—59.

This Indenture, Made this 1st day of July in the year of our Lord one thousand nine hundred twenty-four between Leroy M. Metzler and Lulu Metzler, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Thirty-eight Hundred and no/100 (\$38.00.00) 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 part y of the second part, its successors 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 South Thirty (30) feet of Lot Fifty Seven (57) and all of Lot Fifty nine (59) on Ohio Street in the city of Lawrence

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Leroy M. Metzler and Lulu Metzler, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seised 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 Thirty-eight hundred DOLLARS, according to the terms of one promissory note, this day executed by said

Leroy M. Metzler and Lulu Metzler to the said part y of the second part; said note being given for the sum of Thirty-eight Hundred and no/100 DOLLARS, dated July 1, 1924, due and payable in five year 8 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 114.00

with interest thereon from the date thereof until paid according to the terms of 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 mortgage, in the sum of Four thousand DOLLARS, in some insurance company satisfactory to said mortgage, 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 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, its successors 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, its successors 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 y of the second part, its successors or assigns, to the said Leroy M. Metzler, his heirs and assigns.

In Testimony Whereof, The said part ies 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

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 1st day of July A. D. 1924, before me, C. B. Hosford a Notary Public in and for said County and State, came Leroy M. Metzler and Lulu Metzler, his wife 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.

My Commission expires June 24 1926 C. B. Hosford Notary Public.

This instrument was filed for record on the 2 day of July A. D. 1924 at 10:45 o'clock A.M.
Isa B. Wellman Registrar 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.

As witness my hand this 19th day of July A. D. 1928
The Lawrence National Bank
By J. J. Metzler Vice-President
Attest:
(copied)

This Release was written on the original mortgage:
entered this 2 day of July 1928
Isa B. Wellman
Reg. of Deeds
Deputy

Reg. of Deeds
16
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
Jaw-11-1927
Isa B. Wellman
Registrar of Deeds