

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 discharged.
As witness my hand this 13th day of Nov. A.D. 1926

Attest:

Blanche Brown
Mauder Dandl

Recorded Dec 14 1926
J. E. Wellman
Register of Deeds

This Indenture, Made this 15th day of October in the year of our Lord one thousand nine hundred and twenty-four, between
of Albert B. Taylor and Hersel Taylor, his wife
Lawrence in the County of Douglas and State of Kansas, of the first part, and

Blanche Brown and Mauder Dandl. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS, to July paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their 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:

Beginning at the Northwest corner of Lot seven in the Northwest Quarter of Section thirty-three, Township twelve, Range twenty, thence East forty Rods, thence South One hundred two rods more or less, to the Kansas River, thence West along the meandering course of the said Kansas River to the West line of said Lot number seven, thence North to the point of beginning.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they, the lawful owners 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 Two Thousand and no/100 DOLLARS, according to the terms of a certain promissory note, this day executed by said

Albert B. Taylor and Hersel Taylor, his wife.

to the said parties of the second part; said note being given for the sum of Two Thousand and no/100 DOLLARS, dated March 1st 1925

dated — due and payable in 5 years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$60.00 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 — 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 the second part; and it shall be lawful for the parties of the second part, their 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, their 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 parties making such sale, on demand, to the said heirs and assigns.

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

Signed, sealed and delivered in presence of

Albert B. Taylor (SEAL)
Hersel Taylor (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be It Remembered, That on this 15th day of October A.D. 1924, before me, Corydon E. Lindley, a Notary Public in and for said County and State, came Albert B. Taylor and Hersel Taylor, husband and 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 March 21 1925 Corydon E. Lindley Notary Public.
This instrument was filed for record on the 5th day of Nov. A.D. 1924 at 3:10 o'clock P.M.

J. E. Wellman
Register of Deeds.
By Deputy.