

MORTGAGE RECORD-59.

This Indenture, Made this 1st day of Septemberyear of our Lord one thousand nine hundred and Twenty-four, between Dick Williams and Mary E. Williams, his wife of Lawrence, in the County of Douglas and State of Kansas, of the 1st part, andMatthew National Bank. of the second part:

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

Seventy-four Hundred 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 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. 159, and the north 10 feet of Lot No. 161 on Kentucky Street, City of Lawrence.with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said parties of the first part - parties of the first part - hereby covenant and agree that at the delivery hereof they, 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 Twenty-four Hundred DOLLARS,according to the terms of an certain promissory note, this day executed by said parties of the first part - parties of the first part - to the said part y of the second part, said note being given for the sum of Twenty-four Hundred DOLLARS,dated September 1, 1924 due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 460.00Dollars 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 Twenty-four 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, its 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, its 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 its making such sale, on demand, to the said first parties or their heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County,Be It Remembered, That on this 24 day of Nov. A. D. 1924 before me,L. S. A. F. Flinn a Notary Public in and for said County and State, came Dick Williams and Mary E. Williams, his wife who are to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. within such person

In Witness Whereof, I have herunto 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 24 day of Nov. A. D. 1924 at 2:00 o'clock P.M.By Edna E. Wellman Register of Deeds.
Dan E. Wellman Deputy.

The following is endorsed on the original instrument:
This note is in full payment of the mortgage herein, and the mortgage is hereby released and the property returned to the mortgagor.
As witness my hand this 24th day of Nov. A. D. 1924
Matthew National Bank
St. Lawrence, Mo.

Recorded
Sept. 3, 1924
1930
E. E. Armstrong
Register of Deeds