

MORTGAGE RECORD - 59.

Reg Fee #64  
700 ✓

This Indenture, Made this 5 day of March in the year of our Lord one thousand nine hundred and Twenty five  
Wm. L. Hastie and Anna C. Hastie, his wife  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Lizzie Hermann of the second part:  
Witnesseth, That the said part two of the first part, in consideration of the sum of Twenty-eight Hundred and no/100 (\$2800) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha the sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

The east half of north east quarter of section nine  
(9) in Township thirteen (13) south of range twenty  
(20) east of the sixth (6) P.M. Containing eighty (80)  
acres more or less

with the appurtenances, and all the estate, title and interest of the said part two 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 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-eight Hundred and no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said

to the said part of of the second part; said note being given for the sum of Twenty-eight Hundred and no/100 (\$2800) DOLLARS, dated March 5, 1925, due and payable in three year from from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of \$84.00 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 two of the first part hereby agree to 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 mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part two 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of 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 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 making such sale, on demand, to the said first parties, their heirs and assigns.  
In Testimony Whereof, The said part two of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

STATE OF KANSAS,  
Douglas County, ss.

Be it Remembered, That on this 5 day of March A. D. 1925 before me,  
D. C. Stevenson a Notary Public in and for said County and State, came  
Wm. L. Hastie and Anna C. Hastie husband and wife  
to me personally known to be the same person who 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 Oct. 18, 1928 D. C. Stevenson Notary Public.  
This instrument was filed for record on the 5<sup>th</sup> day of March A. D. 1925 at 11<sup>10</sup> o'clock A.M.  
Geo. C. Wellman Register of Deeds.  
By          Deputy.

The following is endorsed on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.  
As witness my hand this fourth day of January A. D. 1934  
John L. H. Hermann, Executor of the  
last will and testament of Lizzie Hermann deceased

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(SEAL)  
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Notary Public.  
Register of Deeds.  
Deputy.