

MORTGAGE RECORD-59.

The following is enforced on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby secured is extinguished.

As witness my hand and this day of March A.D. 1926

Notary Public

Recorded Mar 11 1926

Da Ewellman

Register of Deeds

Deputy

Witness my hand and this day of March A.D. 1926

Notary Public

Da Ewellman

Deputy

This Indenture, Made this 1st day of March in the year of our Lord one thousand nine hundred and twenty five between Cornelius Young and Laura F. Young his wife of Wildhorse in the County of Cheyenne and State of Colorado Waskins National Bank

Witnesseth, That the said part of the first part, in consideration of the sum of Thirty five 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 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 28 1/2 feet of Lot No. One hundred and twenty (120) and the North 26 1/2 feet of Lot No. one hundred and twenty two (122) Louisiana Street, City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 Thirty five hundred DOLLARS, according to the terms of a certain promissory note this day executed by said parties of the first part

to the said part of the second part; said note being given for the sum of Thirty five hundred DOLLARS, dated March 1, 1925, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons thereof, 12 1/2 % per annum. 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 Forty 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 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part of the second part, its successors and 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 the second part, making such sale, on demand, to the said parties of the first part their heirs and assigns.

In Testimony Whereof, The said part 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 H. O. Nelson and Cornelius Young (SEAL) Laura F. Young (SEAL)

STATE OF KANSAS, County of Cheyenne. Do It Remembered, That on this 6th day of March A. D. 1926, before me, Harold O. Nelson, a Notary Public in and for said County and State, came Cornelius Young and Laura F. Young, his wife who are 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 14 1926 Harold O. Nelson Notary Public.

This instrument was filed for record on the 11 day of March A. D. 1926, 3 30 o'clock P. M. By Da Ewellman Register of Deeds, Joseph Ewellman Deputy.