

MORTGAGE RECORD-59.

Reg. Fee #52

50/100

The following is entered 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 25th day of April A.D. 1930

Conelia J. Haggard

Recorded May 14 1930

Glenn E. Christman

Register of Deeds

This Indenture, Made this

25th day of April

year of our Lord one thousand nine hundred twenty five

Winifred Breakey, a widow of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Conelia J. Haggard of the second part:

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

Two Thousand & 00/100 DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party 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: Set Numbered One Hundred Thirty Nine (139) Tennessee Street, in the City of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Winifred Breakey, a widow do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted and seized of good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to receive the payment of the sum of Two Thousand & 00/100 DOLLARS, according to the terms of certain promissory note this day executed by said

Winifred Breakey, a widow

to the said party of the second part; said note being given for the sum of Two Thousand & 00/100 DOLLARS,

dated April 25th 1925, due and payable in May 1st 1930 with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons.

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 party 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 not less than Twenty 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party making such sale, on demand, to the said party of the first part, her heirs and assigns.

In Testimony Whereof, The said party of the first part has hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Winifred Breakey (SEAL)

STATE OF KANSAS, Douglas County,

Be It Remembered, That on this 22nd day of May A.D. 1925 before me, the undersigned, a Notary Public in and for said County and State, came

Winifred Breakey, a widow

L. S.

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 September 15, 1926

E. J. Hickey Notary Public.

This instrument was filed for record on the 2 day of April A.D. 1925 at 3 o'clock P.M.

Geo. E. Hellman Register of Deeds. Deputy.