

MORTGAGE RECORD—59.

Res Fee #523
 The note herein described having been paid in full, this mortgage is hereby released, and the line thirty-six (36) of the original mortgage is hereby cancelled. The witnesses are under this 14th day of December, 1925. Officiated by Harold E. Jones, Register of Deeds for Douglas County, Kansas.

This Release was written on the original Mortgage & entered this 14th day of December, 1925.
 Harold E. Jones
 Reg. of Deeds.
 Seal

For Assignment See Book 67 Page 135.
 For Assignment See Book 58 Page 367.

This Indenture, Made this 1st day of May, in the year of our Lord one thousand nine hundred twenty-five of H. A. Dodderidge and Helendeen Dodderidge, his wife in the County of Douglas and State of Kansas, of the first part, and of The Hooford Investment & Mortgage Company of the second part:

Witnesseth, That the said parties of the first part of the first part, in consideration of the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in full sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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 twenty-two (22), Block Fifteen (15), Lane Place Addition to the city of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part 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 Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, according to the terms of the certain promissory note this day executed by said

to the said parties of the second part of the second part; said note being given for the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, dated May 1, 1925, due and payable in five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$105.00

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 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 mortgage, in the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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, its executors, administrators or assigns, at any time, after the maturity of the said note, to sell the premises or any part thereof in the manner provided by law, appraisal to be taken and sold at the option of the parties of the second part 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 parties of the second part making such sale, on demand, to the said parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of
 STATE OF KANSAS,
Douglas County, ss.
L. A. Dodderidge
Helendeen Dodderidge

Be it Remembered, That on this 2nd day of May, A. D. 1925, before me, the undersigned, a Notary Public in and for said County and State, came H. A. Dodderidge and Helendeen Dodderidge, his wife who are personally known to be the same person, and who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 December 29, 1928 Bernice C. Jones Notary Public.
 This instrument was filed for record on the 4 day of May, A. D. 1925 at 4:35 o'clock P. M.

Isa E. Wellman
 Register of Deeds.
 By _____ Deputy.