

MORTGAGE RECORD—59.

This Indenture, Made this 2nd day of July in the year of our Lord one thousand nine hundred twenty-five, between Charles V. Long and Verna B. Long, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Robert Marshall of the second part:

Reg. No. 910
Fee Paid \$1.25

Reg. No. 685
Fee Paid 375

Witnesseth, That the said part iii of the first part, in consideration of the sum of Fifteen hundred & no / 100 (\$1500.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has be sold, and by these presents do _____ grant, bargain, sell and mortgage to the said
part y of the second part, his 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: 2 1 1 1

Lot five (5) in Block Twenty-four
(24) Sunlaur's Addition to the city of Lawrence,
Kansas.

with the appurtenances, and all the estate, title and interest of the said part 100 of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of every first mortgage of \$1300.00 on the above described building and all other claims whatsoever. This grant is intended as a mortgage to secure the payment of the said indebtedness and that they will warrant and defend the same unto the said parties of the first part and all claims whatsoever. The sum of fifteen hundred & no/100 (\$1500.00) Dollars, according to the terms of one certain promissory note, this day executed by said parties of the first part

to the said part 4 of the second part; said note being given for the sum of fifteen hundred & no/100 \$500.00 DOLLARS,
dated July 2, 1925 due and payable in three years at the rate of 6 per cent per annum, 48.75 year 8 from date thereof,

dated July 2, 1925, due and payable in three years 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 48.75 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 les 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 Fifteen Hundred & no/100 (\$1500.00) 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 les 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 upon 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 ys of the second part, and all sums paid by the part ys of the second part for insurance, shall be due and payable on or at the option of the part ys of the second part; and it shall be lawful for the part ys of the second part, his 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 ys of the second part, his 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 ys making such sale, on demand, to the said parts of the second part heirs and assigns.

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

STATE OF KANSAS, } ss.
Malas County,

Be It Remembered, That on this 2nd day of July, A. D. 1925, before me,
the undersigned, a Notary Public in and for said County and State, came
Charles V Long, and Verna B. Long, his wife,

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 December 29 1928 Bernice E. Jones Notary Public.
This instrument was filed for record on the 9 day of July A. D. 1928 at 8⁰⁰ o'clock AM.

This instrument was filed for record on the 3 day of July

By _____ Deputy

The following is enclosed 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 twentieth day of September 1927

Robert Marshall -

புதுச்சேரி:

Alfred: Eric S. Connelley.
Register of Deeds.

S. Smith Clerk of the District Court of Douglas
County, Nebraska, do hereby certify that a judgment of foreclosure of the mort-
gage herein recorded was entered by said District Court on the 18 day of
Dec. 1908, and that the same is duly being sold at public sale on the
day of Jan. 1909.
Witness my hand this 18 day of Dec. 1908