

MORTGAGE RECORD—59.

This Indenture, Made this 1st day of August in the year of our Lord one thousand nine hundred twenty-five between Karolina Guntert, Emil E. Guntert and Mae Guntert his wife, Robert Guntert, Ruby Guntert his wife, Lina Heck and E. G. Heck her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and W. R. Correll of Lawrence, Douglas County, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred Fifty and no 100/100 (\$1350.00) 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 party 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: lots one (1), Two (2), Three (3), Four (4), Five (5), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Addition Number Four, on that part of the City of Lawrence, formerly known as North Lawrence

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Karolina Guntert, Emil E. Guntert and Mae Guntert his wife, Robert Guntert, Ruby Guntert his wife, Lina Heck and E. G. Heck her husband 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 Thirteen Hundred Fifty and no 100/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said Karolina Guntert, Emil E. Guntert, Mae Guntert, Robert Guntert, Ruby Guntert, Lina Heck and E. G. Heck to the said part y of the second part; said note being given for the sum of Thirteen Hundred Fifty and no 100/100 (\$1350.00) DOLLARS,

dated August 1st 1925, due and payable in Three year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of 47.25 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 ies 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 Thirteen Hundred Fifty and no 100/100 (\$1350.00) 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 ies of the first part, and the expense of such taxes and accruing penalties, interests 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part y 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 y 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 y making such sale, on demand, to the said first parties, their heirs and assigns.

In Testimony Whereof, The said part ies of the first part ha. ve hereunto set their hands and seal... the day and year last above written.

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 3 day of August A. D. 1925, before me, Karolina Guntert, Emil E. Guntert, Mae Guntert wife, Robert Guntert Notary Public in and for said County and State, came

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 Apr. 23rd 1929. Walter G. Thiele Notary Public.

This instrument was filed for record on the 12th day of August A. D. 1925, at 3<sup>30</sup> o'clock P.M.

Spa E. Wellman Register of Deeds.

State of Montana: County of Yellowstone: SS: By... Deputy.

As it is remembered, That on this 7th day of August A. D. 1925, before me Lloyd Lipp a Notary Public in and for said County, came Lina Heck and E. G. Heck her husband to me personally known to be the identical person described in the signed the above conveyance as grantor, and acknowledged the same to be their own voluntary act and deed. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the year & day last above written. L. S. P. Lloyd Lipp - Notary Public for the State my Commission expires July 1919 of Montana, Residing at Billings, Montana

Prin. No. 10022  
Fee Paid - 3.00

Reg.  
Fee

J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on this 19th day of August 1925, and that the same is duly recorded in Journal 577 Page 577.  
Witness my hand and seal this 19th day of August 1925.  
John Callahan Clerk District Court.

The following is endorsed on the original instrument.  
This note herein described having been paid in full, this mortgage is hereby

ATTEST:  
Harold L. Gibble Register of Deeds

1931  
Recorded  
July 3  
The following is endorsed on the original instrument.  
This note herein described having been paid in full, this mortgage is hereby  
returned and the loan thereby created is discharged.