

Reg. No. 1117
Fee Paid 11.25

MORTGAGE RECORD—59.

This Indenture, Made this 5th day of September in the year of our Lord one thousand nine hundred twenty five - between J. J. Speck and Clara E. Speck, husband and wife, of Shawnee, in the County of Shawnee and State of Kansas, of the first part, and The Shawnee State Bank, Topeka, Kansas, a corporation of the second part:

Witnesseth That the said part is of the first part, in consideration of the sum of Forty five Hundred and no/100 - 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 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:

For number One Hundred Forty-three (143) on Kentucky Street in the City of Lawrence, County of Douglas, State of Kansas

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. J. Speck and Clara E. Speck do hereby covenant and agree that at the delivery hereof they are 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 Forty five Hundred and no/100 - DOLLARS, according to the terms of one certain promissory note, this day executed by said J. J. Speck and Clara E. Speck.

to the said part of the second part; said note being given for the sum of Forty five Hundred and no/100 - DOLLARS, dated September 5, 1925, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons 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 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 Five thousand and no/100 - 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 part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, he 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 the second part for insurance, shall be due and payable or not, at the option of the part of the second part, its 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 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 part of the second part, its executors, administrators or assigns, to the said part of the first part, its heirs and assigns.

In Testimony Whereof, The said part 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

Clara E. Speck (SEAL)
J. J. Speck (SEAL)

STATE OF KANSAS, } ss.
(Seal shown Shawnee) County, }

Be it Remembered, That on the 5th day of September A. D. 1925 before me, the undersigned a Notary Public, J. J. Speck and Clara E. Speck, L.S.

to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission expires Apr. 1 1926 Notary Public. Henry B. Beechler

This instrument was filed for record on the 26th day of Sept. A. D. 1925 at 9:45 o'clock A. M. Geo. E. Wellman

Register of Deeds. Deputy.

70 only. 40 bond 85-00 Reg. 80

Reg. Fee

The following is endorsed on the original instrument. Paid in full, this mortgage is hereby

1037.
Jan 6
Received of J. J. Speck and Clara E. Speck the sum of Forty five Hundred and no/100 Dollars, in full satisfaction of the within Mortgage.
H. B. Beechler
Notary Public

This Release was written on the original instrument. Not cashed. 4-9-26
H. B. Beechler
Notary Public

This instrument is entered on the original instrument. The same is shown as having been paid in full. This mortgage is hereby released until the instrument is created and destroyed.

Winded Jan. 4-1925
Geo. E. Wellman
Register of Deeds