

MORTGAGE RECORD—59.

Reg. No. 1153

Fee Paid \$2.50

This Indenture, Made this First day of October

year of our Lord one thousand nine hundred twenty five
J.B. Wilson and Eva I. Wilson, his wife
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Cornelia J. Haggard of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum ofOne Thousand & 00/100

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 y 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:

Lot numbered sixty seven (67) on New
Jersey Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part 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 are 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 One Thousand & 00/100 DOLLARS,

according to the terms of One certain promissory note, this day executed by saidparties of the first partto the said part parties of the first part of the second part; said note being given for the sum ofOne thousand & 00/100

DOLLARS,

dated October 1st 1925, due and payable in Five year 1 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of Five thereon 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 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 Not less than fifteen Hundred & 00/100 DOLLARS,

in some insurance company satisfactory to said mortgage, 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 parties of the first part 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 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 y of the second part; and it shall be lawful for the part y 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 part y 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 part y making such sale, on demand, to the said first parties or their heirs and assigns.

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

Signed, sealed and delivered in presence of

J.B. Wilson (SEAL)Eva I. Wilson (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this first day of October A. D. 1925 before me,
the undersigned a Notary Public in and for said County and State, came
J.B. Wilson and Eva I. Wilson, his wife.

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 9 1927Alberta Collins Notary Public.This instrument was filed for record on the 8 day of OctA. D. 1925, at 9 o'clock A.M.Ed E. Wellman Register of Deeds.

By _____ Deputy.

This instrument is subject to the original instrument.

filed with this record having been filed in full this mortgage is hereby
 released until the heretofore created obligation is satisfied
 in witness my hand this 24 day of December A. D. 1933
Cornelia J. Haggard
Attest

Recorded Jan. 4-1933

Elin G. Douglas
Reg. of Deeds