

MORTGAGE RECORD - 59.

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Reg. No. 1200

Fee Paid 2.17

This Indenture, Made this 26th day of October in the year of our Lord one thousand nine hundred twenty five, between Gertrude Mohler & W. H. Mohler, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Cornelius J. Hayford of the second part:

Witnesseth, That the said us of the first part, in consideration of the sum of Seven Hundred & 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have it sold, and by these presents do grant, bargain, sell and mortgage to the said us 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 one hundred seventy two (172)
New York Street in the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said us 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 Seven Hundred & 00/100 DOLLARS, according to the terms of one certain promissory note this day executed by said parties of the first part

to the said us of the second part; said note being given for the sum of Seven Hundred & 00/100 DOLLARS, dated October 26th 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 thereof 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 us 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 one thousand (against fire & lightning) 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 us of the second part, and all sums paid by the us of the second part for her executors, administrators or assigns, at any time thereafter, to 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 us making such sale, on demand, to the said first parties, their heirs and assigns.

In Testimony Whereof, The said us 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

Gertrude Mohler. (SEAL)
W. H. Mohler. (SEAL)

STATE OF KANSAS,

Douglas County,

Do it Remembered, That on this 29th day of October A. D. 1925, before me, The undersigned Gertrude Mohler & W. H. Mohler, her husband a Notary Public in and for said County and State, came

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 15th 1936 E. J. Hilkey Notary Public.

This instrument was filed for record on the 30th day of Oct. A. D. 1925 at 2:05 o'clock P. M.

Jos. E. Wellman Register of Deeds.

By _____ Deputy.

The following is endorsed 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 10th day of October A. D. 1936.

Attest: Isabel L. Halberg Charles Beck
Administratrix of the estate of Fredrickson
Cornelius J. Hayford dec'd.