

Reg. No. 1839
Fee Paid 8.75

MORTGAGE RECORD-59.

The following is a copy of the original instrument.

1925
Received of Adam A. Given and Mollie B. Given the sum of thirty five hundred and no Dollars, in full satisfaction of the within Mortgage.
Annie C. Sweeney

For Cash and Release See Book 67 Page 472

This Indenture, Made this 28th day of June, 1926, in the County of Douglas and State of Kansas, of the first part, and between Adam A. Given and Mollie B. Given, and Annie C. Sweeney, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Five Hundred 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, 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 Twenty-three (23) and Lot Numbered Twenty-five (25) on Rhode Island Street in the City of Lawrence, Kansas.

with the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said Adam A. Given and Mollie B. Given, his wife, 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 Thirty five Hundred Dollars, according to the terms of a certain promissory note, this day executed by said Adam A. Given and Mollie B. Given, to the said party of the second part; said note being given for the sum of Thirty Five Hundred Dollars,

dated June 29th 1926, due and payable in July 1st 1929 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of 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 party 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 Thirty five hundred 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the said Adam A. Given and Mollie B. Given, her heirs and assigns.

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

Signed, sealed and delivered in presence of Adam A. Given (SEAL) Mollie B. Given. (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of June, A. D. 1926, before me, the undersigned, a Notary Public in and for said County and State, came Adam A. Given and Mollie B. Given - his wife.

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 seal on the day and year last above written.

My Commission expires Nov. 13th 1927. J. C. Braxfield. Notary Public.

This instrument was filed for record on the 28th day of June, A. D. 1926 at 3:31 o'clock P. M.

By Isaac E. Willman. Register of Deeds.

By Deputy.

When the mortgage is satisfied or the principal is paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Received Nov. 17 1928 J. C. Braxfield