

MORTGAGE RECORD - 59.

Reg. No. 1854
Fee Paid \$5.00

This Indenture, Made this 9th day of June

year of our Lord one thousand nine hundred and twenty-six
 Estelle S. Moore, a widow
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and
 J. M. Stonaker or Lillie Stonaker

Witnesseth, That the said part of the first part, in consideration of the sum of

Two Thousand

DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said
 part 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:

The north forty feet (40) of Lot nine (9) and the
 south twenty five (25) feet of Lot ten (10) in Block
 thirteen (13) in Babcock's enlarged addition to the
 City of Lawrence, Kansas; this to include all gas,
 electric and plumbing fixtures now in and on
 said premises

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

party of the first part

does hereby covenant and

agree that at the delivery hereof, she 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 Two Thousand DOLLARS,

according to the terms of a certain promissory note, this day executed by said

Estelle S. Moore

to the said part of the second part; said note being given for the sum of

Two Thousand

DOLLARS,

dated June 9, 1926, due and payable in three year from date thereof,
 with interest thereon from the date thereof until paid according to the terms of said note and six coupons of seventy

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 of the first part hereby agrees 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 Two Thousand 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part
 of the second part; and it shall be lawful for the part 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 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 making such sale, on demand, to the said
 party of the second part, his heirs and assigns.

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

Signed, sealed and delivered in presence of

Estelle S. Moore (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, ss.

Do it Remembered, That on this 12th day of June A. D. 1926, before me,
 J. P. Whipple, a Notary Public in and for said County and State, came
 Estelle S. Moore, a widow

L.D.

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 Jan 27 1927

J. P. Whipple

Notary Public.

This instrument was filed for record on the 3 day of July A. D. 1926, at 3 o'clock P. M.

J. C. Hellman

Register of Deeds.

By Deputy.

When this mortgage is recorded on the official instrument,
 the note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created is charged.

Witness my hand this 24th day of August A. D. 1928
 J. M. Stonaker

Attest:

Received Nov. 17 " 1928
 J. C. Hellman,
 Register of Deeds

in the
 between
 the first part, and

DOLLARS,
 mortgage to the said
 as described as

by covenant and
 free and clear of
 the payment of the
 DOLLARS,

DOLLARS,
 from date thereof,

specified. And the
 to keep the said
 DOLLARS,
 and insure the
 payment thereof,
 by default be made
 which may have
 of the part
 her
 of this instru-
 mand, to the said

the day and year

(SEAL)

(SEAL)

before me,
 and State, came
 and wife.

acknowledged the
 written.

Notary Public.

ister of Deeds.

Deputy.