

Reg. No. 1930  
 Fee Paid 5.00 ✓

## MORTGAGE RECORD—59.

This Indenture, Made this 7th day of August in the year of our Lord one thousand nine hundred twenty-six (1926) between Frank Stutsman and Elnora Stutsman, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000.00) 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 parties of the second part, their successors 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 61 in Block 41, in that part of the city of Lawrence, known as West Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties 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 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 Two Thousand DOLLARS, according to the terms of one certain promissory note, this day executed by said Parties of the first part

to the said part y of the second part; said note being given for the sum of Two Thousand DOLLARS, due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons 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 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 Two Thousand DOLLARS, in some insurance company satisfactory to said mortgagee in full faith whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the premises against fire and theft, 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 on 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 amount shall become due and payable or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole premises herein granted and seized shall thereupon be sold and the proceeds thereof shall be applied to the payment of the taxes and costs then due for principal and interest, 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 Parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

STATE OF KANSAS,  
Douglas County, ss.

Be It Remembered, That on this 7th day of August, A. D. 1926, before me, Geo. W. Kuhne, a Notary Public in and for said County and State, came Frank Stutsman and Elnora Stutsman, his wife

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 25 1930

Geo. W. Kuhne

Notary Public.

This instrument was filed for record on the 9 day of August

A. D. 1926, at 9<sup>15</sup> o'clock P.M.

Geo. W. Wellman

Register of Deeds.

By Paul Wellman

Deputy.

The following is endorsed on the original instrument.

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.  
 at Lawrence my hand this 21st day of October A.D. 1928  
Lawrence National Bank, Lawrence, Kansas  
Always as per Mortgage Record

Recorded Oct. 22 1927  
Geo. W. Wellman  
 Register of Deeds

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.

Recorded March 22 1929