

Reg. No. 2042
Fee Paid 12.50

MORTGAGE RECORD—59.

For Assignment
See Book 67
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See Release see Book 79 Page 250

The following is engrossed on the original instrument.

This Indenture, Made this Seventh day of September in the year of our Lord one thousand nine hundred Twenty six (1926), between Coila Morrison, a widow. of Lawrence in the County of Douglas and State of Kansas, of the first part, and W.P. Sayre of Kansas City Missouri of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Five Thousand Two/100 (\$5000.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he s sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: lot numbered Two Hundred Nineteen (219) less the North Ten (10) feet and, lot numbered Two Hundred Twenty One (221) less the South Ten (10) feet. all on Ohio Street, in the City of Lawrence.

This Mortgage being given as part purchase price on said premises.

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said Coila Morrison do se hereby covenant and agree that at the delivery hereof she the lawful owner of the premises above granted and seized of a good and ind-feasible estate of inheritance therein, free and clear of all incumbrances, and that 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 Five Thousand DOLLARS, according to the terms of one certain promissory note, this day executed by said Coila Morrison

to the said part y of the second part; said Note being given for the sum of Five Thousand DOLLARS, dated September 7-1926, due and payable in five year 2 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$150.00 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 y 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 mortgagee, in the sum of Seven Thousand Two/100 Five 00.00 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 y 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, 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 y 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 y making such sale, on demand, to the said party of first part - her heirs and assigns.

In Testimony Whereof, The said part y of the first part ha s hereunto set her hand and seal the day and year last above written.
Signed, sealed and delivered in presence of
Mrs Coila Morrison (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County,) ss.
Be it Remembered, That on this 7th day of September A. D. 1926, before me,
Frank E. Banks, a Notary Public in and for said County and State, came
Coila Morrison, a widow.
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 Nov. 8- 1926 Frank E. Banks Notary Public.
This instrument was filed for record on the 17 day of Sept. A. D. 1926 at 3¹⁵ o'clock P. M.
Geo C. Wellman Register of Deeds.
By Deputy.

The following is engrossed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby

Recorded Dec. 26 1926