

MORTGAGE RECORD - 59.

3273
Fee Paid 5.00

This Indenture, Made this ninth day of March in the year of our Lord one thousand nine hundred and twenty eight between Jamie J. Murray and R. C. Murray, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. M. Neville of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of \$2000 00/100 DOLLARS, in 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, 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 Ninety-seven (97) Kentucky Street in the City of Lawrence

Privilege reserved of paying One Hundred Dollars or any multiple thereof at any interest paying date -

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jamie J. Murray & R. C. Murray her husband do hereby covenant and agree that at the delivery hereof the lawful owner 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 \$2000 - DOLLARS,

according to the terms of one certain promissory note, this day executed by said Jamie J. Murray and R. C. Murray to the said party of the second part, said note being given for the sum of \$2000 00/100 DOLLARS, dated Mar. 9-1928, due and payable in ten years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 20 coupons of 70 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 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 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 party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and 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, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner ordained by law, appraisement hereby waived or not, at the option of the party 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 party of the first part, making such sale, on demand, to the said Jamie J. Murray & R. C. Murray, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal, this 9th day and year last above written. Signed, sealed and delivered in presence of Jamie J. Murray (SEAL) R. C. Murray (SEAL)

STATE OF KANSAS, }
Douglas County, } ss.

Be It Remembered, That on this 9th day of March A. D. 1928, before me, Geo. H. Neville, a Notary Public in and for said County and State, came Jamie J. Murray and R. C. Murray, her husband

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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Oct. 14 - 1931. Geo. H. Neville Notary Public.
This instrument was filed for record on the 9 day of March A. D. 1928, at 3:15 o'clock P.M.
Isa. E. Wellman Register of Deeds.
By ✓ Deputy.

The following is endorsed on the original instrument.
This note having been paid in full, this instrument is hereby released and the lien thereby created discharged.
At witness my hand this 11 day of Jan - A. D. 1928
J. M. Neville
Notary Public.
Remedy given - 19-1933.
Geo. E. Conroy
Reg. of Deeds

in the between the first part, and DOLLARS, mortgage to the said Kansas, described as DOLLARS, DOLLARS, from date thereof specified. And the and to keep the said DOLLARS, costs, and insure the payment thereof, if default be made finance shall become or which may have on of the part. to sell the premises of this instrument, to the said day and year (SEAL) (SEAL) before me, county and State, came acknowledged the written. Notary Public. Register of Deeds. Deputy.