

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: For 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 and 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, Two Thousand due and payable in ten years from date thereof,

dated Mar. 9-1928, 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, 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, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner described 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 second part, making such sale, on demand, to the said Jamie J. Murray and R. C. Murray, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal, 3<sup>rd</sup> 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,

Be It Remembered, That on this 9th day of March A. D. 1928, before me, Boa E. 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 Dec. 14 1931 Boa E. 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 being described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

day of Jan - A. D. 1933  
J. M. Neville  
Attest

Remitted Jan - 19 - 1933.  
Boa E. Neville  
Boa E. Neville