

MORTGAGE RECORD NO. 63

SAUL DOOSWORTH STATIONERY CO KANSAS CITY MO 64102

This Indenture, Made this 1st day of October in the year of our Lord 1923, between J. F. Metsker and Gora Metsker, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part their successors 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:

Commencing at a point on the East line of New York Street, produced South from the City of Lawrence, where it intersects the South line of Adams (now 14th) Street, thence South Fifty (50) feet, thence East One Hundred Seventeen (117) feet, thence North Fifty (50) feet, thence West One Hundred Seventeen (117) feet to place of beginning, being known as Lot One Hundred Ninety (190) in the "Elm" addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. F. Metsker and Gora Metsker, his wife do hereby covenant and agree that at the delivery hereof they are 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said J. F. Metsker and Gora Metsker, his wife to the said parties of the second part due three years after date with interest from date at the rate of 6% interest payable semi-annually, privilege of paying any multiple of \$100 on the principal and interest in whole or in part at any time after one year from date and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part, their successors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part of J. F. Metsker and Gora Metsker, his wife making such sale, on demand, to said their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. F. Metsker (SEAL)
Gora Metsker (SEAL)

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED, That on this 12th day of October A. D. 1923, before me, L. S. A. F. McElanahan a Notary Public in and for said County and State, came J. F. Metsker and Gora Metsker, his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 April 20 1925 A. F. McElanahan Notary Public.

Filed for Record the 13th day of Oct A. D. 1923, at 9:05 o'clock A. M.

Geo. E. Willman Register of Deeds.
Deputy.

FORM 2

1923

April 20

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.

As witness my hand this 12th day of June A. D. 1924.

Attest: (Copies) The Notary Public, Lawrence, Kansas By H. H. H. H. H.

This release was written on the original mortgage and is not to be recorded.

Notary Public

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

May 19 1924