

MORTGAGE RECORD 66

Reg Fee # 49

2251

FROM:

F.M. Guley et al

TO

C. E. Friend

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of Dec. A. D. 1924, At 10:50 A. M.

By *Ida E. McLean* Register of Deeds.
Joe Wellman Deputy.

THIS INDENTURE, Made this 30th day of December, in the year of our Lord, one thousand nine hundred and twenty four between

F.M. Guley and his wife, Ida M. Guley

of Lawrence in the County of Douglas and State of Kansas part of the first part, and C. E. Friend part of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Nine Hundred Eighteen and 68/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. Twenty Six (26) in Block No. One (1) in Belmont Addition an Addition to the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the less, if said mortgage is payable to the part of the second part to the extent of interest. And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

\$918.68 DOLLARS.

according to the terms of one certain note executed and delivered by the said parties of the first part to the said party of the second part, 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 party of the second part, his executors, or any other third party, to enter upon the premises and sell the same, and the proceeds of such sale shall be applied to the payment of the debt secured by this mortgage, and the balance of the proceeds shall be paid to the said party of the first part, or to his heirs, assigns, 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 the moneys arising from such sale to retain the amount then due for the principal and interest together with the cost of such sale, and the surplus of any such sale shall be paid to the said party of the first part, or to his heirs, assigns, administrators and assigns, on demand to said parties of the first part, their heirs and assigns, as above written.

F.M. Guley (SEAL)

Ida M. Guley (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 30th day of December, A. D. 1924, before me, a Notary Public in and for the State of Kansas, came

L.S. F.M. Guley and his wife, Ida M. Guley

to me personally known to be the same person, who executed the foregoing instrument, 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 23 Jan, 23 1928 C.M. Manter Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 19

Mortgagee. Owner.

To Commission - See Book 114 Page 403
For Commission - See Book 114 Page 151