

MORTGAGE RECORD NO. 55.

For Public Record see Book 57 Page 104

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 22nd day of November A. D. 1922.

Attest: Jennie Watt, Notary Public

Recorded Nov. 23rd 1922.
Estelle Northrup, Deed
Register of Deeds

This Indenture, Made this 15th day of November in the year of our Lord nineteen hundred and seventeen, between Joel A. Garst and Abbie N. Garst, his wife, of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand 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 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 numbers Forty-five (45) and Forty-six (46) on North side of Adams street in Doan's Subdivision of Block Seven (7) in Earle Addition to the City of Lawrence, also Lot numbers One hundred and sixty-one (61) and One hundred and sixty-three (63) on Connecticut street in the city of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgage with mortgage clause attached making loans payable to said mortgagee, and assigns, and interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said party 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

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of One certain note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereon attached and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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, 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 party making such sale, on demand, to said Parties of the first part 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 presence of
Jennie Watt Joel A. Garst (SEAL)
Abbie N. Garst (SEAL)

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 16th day of Nov. A. D. 1922, before me, Jennie Watt a Notary Public in and for said County and State, came Joel A. Garst and Abbie N. Garst, his wife, 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 30th March 1920 Jennie Watt Notary Public.

Filed for Record the 16 day of November A. D. 1922, at 4¹⁵ o'clock P.M.
Estelle Northrup Register of Deeds.
Ferne Flood Deputy.

Recorded Jan 17th 1923
Jennie Watt