

MORTGAGE RECORD NO. 58

This Indenture, Made this Fourth day of September in the year of our Lord nineteen hundred and eighteen between A. R. Maxwell and Emma Maxwell of Lawrence, Kan. in the County of Douglas and State of Kansas, of the first part, and Carroll Chaus of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two hundred Dollars (\$200.00) DOLLARS, to 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:

Commencing at a point three hundred and ninety five feet (395) west and forty two feet north of the southeast corner of lot no. three (3) in Section No. Twenty four (24) in Township No. Twelve (12) south of Range No. Ten (10) East of 6th Principal Meridian the southeast corner of that four hundred and sixteen and 2/100 feet three inch thirteen hundredths one (30) feet three inch two hundred and eight and 7/100 feet three inch seven hundred and seventy one (671) feet three inch two hundred and eight and 7/100 feet three inch seven hundred and thirty (630) feet to the place of beginning, containing nine and 23/100 (9.23) acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. R. Maxwell and Emma Maxwell do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances in that they will execute and defend the same in their quiet and peaceable possession of said second party, his heirs or assigns, forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part being for the purchase money of above premises and due in five years from date, with interest from date to maturity as evidenced by copy on file in the city and interest after maturity in default at the rate of 10% per annum, and fully paid 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 due for principal and interest, together with the cost and charges of making such sale, 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 hands and seal of the day and year first above written.

Signed, Sealed and Delivered in the presence of A. R. Maxwell (SEAL) Emma Maxwell (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of August A. D. 1918, before me, August L. Selig a Notary Public in and for said County and State, came A. R. Maxwell and Emma Maxwell 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 October 7 1920 August L. Selig Notary Public.

Filed for Record the 9 day of Sept A. D. 1918, at 10:30 o'clock A. M. Estelle Wehrh Register of Deeds Gene Flora Deputy.

See Release See Book 75 Page 532

PROFESSOR STATE BANK