

# MORTGAGE RECORD NO. 58

This Indenture, Made this 18<sup>th</sup> day of September in the year of our Lord  nineteen hundred and Eighteen between Nellie A. Bryant (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and F. B. Gilford of the second part:

WITNESSETH That the said part 1 of the first part, in consideration of the sum of five hundred and sixty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 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 number one hundred and sixteen (116) Rhode Island Street in City of Lawrence, Kas.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said Nellie A. Bryant do she hereby covenant and agree that at the delivery hereof she 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 560 dollars according to the terms of 1 certain note this day executed and delivered by the said Nellie A. Bryant to the said part 2 of the second part

and this conveyances 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 part 2 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 part 2 making such sale, on demand, to said Nellie A. Bryant her heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has her hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Nellie A. Bryant (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
Douglas County } ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of Sept A. D. 1918, before me, Rosa Robinson a Notary Public in and for said County and State, came Nellie A. Bryant

(L.S.) 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 Jan'y 15<sup>th</sup> 1922 Rosa Robinson Notary Public.

Filed for Record the 21<sup>st</sup> day of Sept A. D. 1918, at 10<sup>30</sup> o'clock a. M. Estelle M. Thompson Register of Deeds Deputy.

The above mortgage is intended to be a mortgage and not a sale of the premises and the mortgagee is hereby advised that the mortgage is not to be recorded until the mortgagee has received the proceeds of the sale of the premises and the mortgagee is hereby advised that the mortgage is not to be recorded until the mortgagee has received the proceeds of the sale of the premises.

Recorded Nov. 26 1922  
 Estelle M. Thompson  
 Register of Deeds  
 Lawrence, Kas.