

MORTGAGE RECORD NO. 58

This Indenture, Made this 23rd day of September in the year of our Lord nineteen hundred eighteen between J. L. Russell McEoy and her husband, J. H. McEoy of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. J. Ducommun of the second part:

WITNESSETH That the said part Wm. J. Ducommun of the first part, in consideration of the sum of One Hundred Seventy and 20/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part J. L. Russell McEoy and her husband, J. H. McEoy 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 No. Three (3) in Block No. Five (5), in Belmont, an addition to the City of Lawrence, as surveyed, recorded and platted.

with all the appurtenances, and all the estate, title and interest of the said part J. L. Russell McEoy and her husband, J. H. McEoy of the first part therein. And the said J. L. Russell McEoy and her husband, J. H. McEoy 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 inalienable 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 Hundred Seventy dollars according to the terms of one certain Note this day executed and delivered by the said J. L. Russell McEoy and her husband, J. H. McEoy to the said part J. L. Russell McEoy and her husband, J. H. McEoy of the second part due in five years from date, with privilege granted to make partial payments before maturity and these 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 J. L. Russell McEoy and her husband, J. H. McEoy 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 sale, and the overplus, if any there be, shall be paid by the part J. L. Russell McEoy and her husband, J. H. McEoy making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part J. L. Russell McEoy and her husband, J. H. McEoy of the first part ha are hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. L. Russell McEoy (SEAL)
J. H. McEoy (SEAL)
J. H. McEoy (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of September A. D. 1918, before me, John C. Emick a Notary Public in and for said County and State, came J. L. Russell McEoy and her husband, J. H. McEoy 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 January 30th 1920

John C. Emick Notary Public.

Filed for Record the 24th day of Sept A. D. 1918, at 11:30 o'clock AM.
Frank Northrup Register of Deeds
Deputy.

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.

For assignment See Book 662 Page 45.

Recorded Nov 21 1918
Geo. E. Weddman
Recorder of Deeds

day of November A. D. 1918
Paul M. Ducommun
Witness

Attest

This note is hereby described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 24th day of September A. D. 1918.

Recorded Oct 22 1918

Estlin J. Northrup
Register of Deeds
Frank Northrup
Deputy