

# MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

A witness my hand this 18th day of Feb. A. D. 1926

Attest:

This Indenture, Made this 27th day of September in the year of our Lord one thousand nine hundred and eighteen between E. E. Alexander and Ruby Alexander his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and D. J. Meade of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of

Twelve Hundred fifty 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:

Lot number 12 on Indiana Street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred fifty Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part D. J. Meade.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments for 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

E. E. Alexander (SEAL.)  
Ruby Alexander (SEAL.)  
(SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 28 day of October A. D. 1926, before me, Geo. H. Rehner a Notary Public in and for said County and State, came E. E. Alexander and Ruby Alexander his wife to me personally known to be the same persons 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. 25 1928 Geo. H. Rehner Notary Public.

Filed for Record the 16 day of October A. D. 1926, at 9:15 o'clock A. M.  
Esther Norshup Register of Deeds  
Ernest Horne Deputy.