

# MORTGAGE RECORD NO. 58

This Indenture, Made this Twelfth day of July in the year of our Lord Nineteen Hundred Eighteen between William H. Pundleton and Marie B. Pundleton his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Fannie B. Brownell of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Four Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have re sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part her 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 Seventy-one (71) on Tennessee Street, in the city of Lawrence.

(Parties of the first part agree for the consideration aforementioned to keep premises insured for not less than \$4000.00)

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Four 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 part y of the second part

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 part y of the second part, her executor, 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 sale 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 y making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha. re hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

William H. Pundleton (SEAL)  
Maria B. Pundleton (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of August A. D. 1918, before me, John C. Emick a Notary Public in and for said County and State, came William H. Pundleton and Marie B. Pundleton 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 January 13, 1920 John C. Emick Notary Public.  
Filed for Record the 13<sup>th</sup> day of Feb. A. D. 1918, at 3<sup>25</sup> o'clock P.M.  
Estelle J. Spethrup Register of Deeds  
Deputy.

Lawrence and Link 57, page 306