

MORTGAGE RECORD NO. 58

37

This Indenture, Made this 14th day of October in the year of our Lord nineteen hundred and eighteen, between Eli Lee and Arturde Lee, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and I. J. Made of the second part:

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

Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he do 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: lots numbered 74 and 76 in Block 55 on Pickney Street in that part of the city of Lawrence, Kansas known as west Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Four hundred 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 I. J. Made

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 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 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 party making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha do hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Eli Lee (SEAL)
Arturde Lee (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14 day of October A. D. 1918, before me, Geo. H. Schaefer a Notary Public in and for said County and State, came Eli Lee and Arturde Lee, his wife

Writing 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 1922 Geo. H. Schaefer Notary Public.

Filed for Record the 16 day of October A. D. 1918 at 9:15 o'clock A.M.
Estelle Prochnow Register of Deeds
Furne Flora Deputy.

We filed and recorded as per official instrument and as per mortgage recorded having been paid in full, this mortgage is hereby released and is hereby discharged. As witness my hand this 20th day of November A. D. 1921

I. J. Made

Recorded Dec. 14 1921
Estelle Prochnow
Register of Deeds