

MORTGAGE RECORD NO. 58

This Indenture, Made this 25th day of October in the year of our Lord
nineteen hundred eighteen between
Mary Lutz of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
A. S. Hilborn of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of
Seventy Five DOLLARS,
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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 12.5 in addition two, in that part of the City of Lawrence,
known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Mary Lutz
 do she hereby covenant and agree that at the delivery hereof she is 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
Seventy five Dollars
 according to the terms of one certain promissory note this day executed
 and delivered by the said Mary Lutz to the said party 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 payments 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 surplus, if any there
 be, shall be paid by the party of the second part, making such sale, on demand, to said

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

Signed, Sealed and Delivered in the presence of

Mary Lutz (SEAL)
mark (SEAL)
 (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 25th day of October A. D. 1918, before me,

J. D. Lawrence a Notary Public in and for said County and State, came
Mary Lutz

(S.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 September 23 1922

J. D. Lawrence Notary Public.

Filed for Record the 30 day of October A. D. 1918, at 11 o'clock A.M.

Estelle Northrup Register of Deeds
Fannie Flora Deputy.

The following is endorsed on the original instrument.

Enc. assignment see Book 57 Page 218

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby
 canceled and the lien thereby created is hereby
 released. Witness my hand this 26 day of October A. D. 1924

Not. Recd. 1924
 J. D. Lawrence