

MORTGAGE RECORD NO. 58

THE FOLLOWING INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF DOUGLAS, KANSAS, ON NOVEMBER 17, 1921, AT 10:25 A.M. BY ESTELLE NORTCHAMP, CLERK OF SAID COURT.

Recorded Nov. 17 1921

Estelle Northcamp

Register of Deeds

Furness Florence

This Indenture, Made this 6th day of November in the year of our Lord nineteen hundred and eighteen between William E. Canavan and Dora E. Canavan, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. J. Meade of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seven Hundred 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 twenty two (22) on Rhoad Island Street Lawrence Kansas and the north four feet of lot 24 on Rhoad Island Street 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 Seven 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 J. J. Meade.

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 overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 William E. Canavan (SEAL) Dora E. Canavan (SEAL)

STATE OF KANSAS, } ss. Douglas County }  
BE IT REMEMBERED, That on this 6 day of November A. D. 1921, before me, Geo. H. Kuback a Notary Public in and for said County and State, came William E. Canavan and Dora E. Canavan, 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 1922 Geo. H. Kuback Notary Public.

Filed for Record the 7 day of November A. D. 1921, at 9<sup>00</sup> o'clock A. M. Estelle Northcamp Register of Deeds Furness Florence Deputy.