

MORTGAGE RECORD NO. 58

This Indenture, Made this 18<sup>th</sup> day of December in the year of our Lord nineteen hundred and eighteen between Lonia B. Russell of Lawrence in the County of Douglas and State of Kansas. of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of one thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha y sold, and by these presents do y grant, bargain, sell and mortgage to the said part y of the second part its successors 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: Lt. Numbered 138 on Indiana Street Lawrence, Kansas including six room house known as 538 Indiana Street Lawrence Kansas also the North 25 feet of Lots 27 and 29 on Pinekey Street now 6<sup>th</sup> Street Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Lonia B. Russell do 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 one thousand dollars according to the terms of one certain note this day executed and delivered by the said Lonia B. Russell to the said part y of the second part The Lawrence National Bank said note to draw 7% interest from date

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

IN WITNESS WHEREOF, The said part y of the first part ha y hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of  
Lonia B. Russell (SEAL)  
Lonia B. Russell (SEAL)  
Lonia B. Russell (SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 18 day of December A. D. 1918, before me, Geo. H. Schubert a Notary Public in and for said County and State, came Lonia B. Russell a widow 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 Jan 25 1920 Geo. H. Schubert Notary Public.

Filed for Record the 20<sup>th</sup> day of Dec A. D. 1918, at 845 o'clock P.M.  
Estelle P. Pittsburg Register of Deeds  
Estelle P. Pittsburg Deputy.

This mortgage is subject to the original mortgage  
 The mortgage herein described having been paid in full, this mortgage is hereby released and the  
 same is hereby cancelled and discharged. At witness my hand this 17<sup>th</sup> day of Sept A. D. 1919  
The Lawrence National Bank  
By J. J. Mendenhall  
Pres.  
 Recorded Sept 18<sup>th</sup> 1919  
Estelle P. Pittsburg  
 Register of Deeds.