

MORTGAGE RECORD NO. 58

This Indenture, Made this 21st day of December in the year of our Lord nineteen hundred and eighteen between J.W. Shrimplin and Florence Shrimplin, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J.L. Butler of the second part:

WITNESSETH That the said parties

of the first part, in consideration of the sum of One Hundred Ninety Two 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 Five (5) in Block Number One (1), in Belmont, an addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said 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 inalienable estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$500.00

This Grant is intended as a Mortgage to secure the payment of the sum of \$122.00 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 party of the second part and payable in installments of \$2.00 per month

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 making such sale, on demand, to said J.W. Shrimplin or his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

J.W. Shrimplin (SEAL)
Florence Shrimplin (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 28 day of December A. D. 1918, before me,

Thomas Harley a Notary Public in and for said County and State, came J.W. Shrimplin and Florence Shrimplin, his wife to me personally known; to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(S.S.)

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 Sept 19 1922

Thomas Harley Notary Public.

Filed for Record the 28 day of December A. D. 1918, at 4 o'clock P.M.

Estelle Northrup Register of Deeds
Fernie Alton Deputy.

Notary Public in and for the State of Kansas
This mortgage is hereby released and the
lien thereby created discharged. As witness my hand this 28th day of December A. D. 1918

Recorded Nov. 21st 1918
Estelle Northrup
Register of Deeds