

MORTGAGE RECORD NO. 58

This Indenture, Made this 25 day of January in the year of our Lord twentieth hundred and nineteen between Edward F. Beard and L. J. Beard, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two thousand 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 four, in Addition number Eleven to North Lawrence, north east of the City of Lawrence, also commencing twenty (20) rods East of the Northwest corner of the Southeast quarter of Section 22, in Township 18, of Range 22; thence East One hundred and fifty (150) feet; thence south twenty (20) rods; thence East one hundred and fifty (150) feet; thence North thirty two (32) feet; thence West Ninety eight (98) feet; thence North one hundred and ninety eight (198) feet; thence East Ninety eight (98) feet to place of beginning, being in that part of the City of Lawrence formerly known as North Lawrence, excepting thereout and therefrom that part added to Union Pacific Railroad Company by deed recorded in Book 75, Page 615 of the Record of Douglas County Kansas.

Mortgagee agrees to buy building on premises, insured against fire and wind storm to extent of their insurable value, in a company approved by mortgagee, with clause attached making lessor payable to mortgagee in the event of loss, and failing to do so holder of mortgage may have same insured and sold of proceeds added to the mortgage.

With all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Two thousand 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 payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

and this conveyance 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 sales 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 first part making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Edward F. Beard (SEAL) L. J. Beard (SEAL) Jennie Platt (SEAL) STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 25 day of January A. D. 1919, before me, Jennie Platt a Notary Public in and for said County and State, came Edward F. Beard and L. J. Beard, his wife 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 30 March 1920 Jennie Platt Notary Public

Filed for Record the 25 day of January A. D. 1919, at 315 o'clock P.M. Estelle Partridge Register of Deeds Ernest L. Loran Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the premises hereby mortgaged are returned to the mortgagor.
Witness my hand this 26 day of January A. D. 1919
Jennie Platt
Notary Public in and for said County and State

Recorded January 26 1919
Paul H. Walburn
Register of Deeds

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