

MORTGAGE RECORD NO. 58

This Indenture, Made this 25 day of January in the year of our Lord nineteen hundred nineteen between Clarence M. Pierson and Blanche M. Pierson, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Arthur D. Weaver of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to him 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 one hundred Eleven (11) on the west side of
Alabama Street in Block Thirtieth (36) West Lawrence
in 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 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 Fifteen 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 Arthur D. Weaver

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 first part, making such sale, on demand, to said first 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

Clarence M. Pierson (SEAL)
Blanche M. Pierson (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.
BE IT REMEMBERED, That on this 25 day of January A. D. 1919, before me, E. H. Huber a Notary Public in and for said County and State, came Clarence M. Pierson and Blanche M. Pierson, 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 E. H. Huber Notary Public.

Filed for Record the 27 day of January A. D. 1919, at 9:50 o'clock A.M.
Estlin M. Duffell Register of Deeds
James E. Lora Deputy.

The following is endorsed on the original instrument:
This mortgage recorded having been paid in full, this mortgage is hereby released and the fee hereby arising thereon is paid.
June 13 1923
At witness my hand this 13 day of June A. D. 1923
Arthur D. Weaver
James E. Lora
Estlin M. Duffell

Recorded

1832

Recorded May 31
Estlin M. Duffell
Register of Deeds

This mortgage recorded having been paid in full, this mortgage is hereby released and the fee hereby arising thereon is paid. As witness my hand this 13th day of June, 1923.