

MORTGAGE RECORD NO. 58

99

This Indenture, Made this 17th day of February in the year of our Lord nineteen hundred and nineteen between Jesse Hart and Dora Hart, his wife of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said party of of the first part, in consideration of the sum of Six 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 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:

The Southeast quarter Section Eleven, Township fourteen Range nineteen

with all the appurtenances, and all the estate, title and interest of the said party of of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owner of of the premises, above granted, and seized of a good and inalienable 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 Six thousand Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of of the second part The Lawrence National Bank

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 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 party making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said party of 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

Jesse Hart (SEAL)
Dora Hart (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17 day of February A. D. 1919, before me, Geo. H. Buhner a Notary Public in and for said County and State, came Jesse Hart and Dora Hart, 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 Jan 25 1922

Geo. H. Buhner Notary Public.
Estelle Northrup Register of Deeds
Germe Elora Deputy.

Filed for Record the 28 day of Feb A. D. 1919 at 5 35 o'clock P. M.

This mortgage is subject to the original instrument. The mortgage is hereby released and the land thereby is released. As witness my hand this 17th day of February, A. D. 1919.

Jesse Hart and Dora Hart, his wife
(Conf. Seal)

Recorded Feb 17 1922

Estelle Northrup
Germe Elora, Dep.