

# MORTGAGE RECORD NO. 58

This Indenture, Made this 26th day of February in the year of our Lord nineteen hundred nineteen (1919) between Mrs Anna Boys of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs Rhoda M Ellis of the second part:

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

Three Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party of the second part her 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 No. One Hundred and Three (103) on New Jersey Street in the city of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 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 Three Hundred according to the terms of one certain note this day executed and delivered by the said party of the first part to the said party of the second part

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, her 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 party of the first part her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Anna Boys (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1919, before me, the undersigned a Notary Public in and for said County and State, came Anna Boys, 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 June 11th 1924 J. E. Harris Notary Public

Filed for Record the 28 day of Feb A. D. 1919 at 10:00 o'clock 4 M. Estelle Hochhaus Register of Deeds Samuel Thomas Deputy.

This mortgage is hereby acknowledged to be the act and deed of the said Anna Boys, widow, and she hereby acknowledged the same.

Rhoda M. Ellis

J. E. Harris

Recorded November 28, 1924

Estelle Hochhaus

Samuel Thomas

This mortgage is hereby acknowledged to be the act and deed of the said Anna Boys, widow, and she hereby acknowledged the same.

Recorded Mar 14 1920

Estelle Hochhaus

Samuel Thomas