

MORTGAGE RECORD NO. 58

This Indenture, Made this Thirteenth day of March in the year of our Lord nineteen hundred and nineteen between John F. Beard and Lucie Beard, his wife, of the City of Kansas City in the County of Wyandotte and State of Kansas, of the first part, and M. L. Bischoff of the second part:

WITNESSETH That the said part two of the first part, in consideration of the sum of Seven Hundred 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 part four 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:

Lots numbers Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-seven (27) (except two feet and six inches off the East side of Lots Nos. 26 & 27) all in North-east Central Sub-division in that part of the City of Lawrence known as North Lawrence, in said County and State.

The mortgagee agrees to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value in a company approved of by this mortgagee, with mortgage clause attached making loss payable to said mortgagee, and interest may appear and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part two 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 Seven Hundred Dollars according to the terms of one certain note this day executed to the said part four of the second part and delivered by the said parties of the first part payable five years after date with interest thereon according to the terms of said note and coupons thereto attached to the said part four 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 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 part four 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 part four making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part two 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 Jennie Thatt John F. Beard (SEAL) Lucie Beard (SEAL) (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 13th day of March A. D. 1919, before me, Jennie Thatt a Notary Public in and for said County and State, came John F. Beard and Lucie Beard, his wife

(L.S.) to me personally known to be the same person and 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 30th March 1920 Jennie Thatt Notary Public.

Filed for Record the 13 day of March A. D. 1919, at 1:50 o'clock - P.M.
Estelle Rothrup Register of Deeds
Ernest Elmer Deputy.

The following is contained on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 1st day of Sept A. D. 1923
Attest
Jennie Thatt
Recorder of Deeds

Recorded Sept 5th 1923
Law B. Wellman
Register of Deeds

PEOPLES STATE BANK