

MORTGAGE RECORD NO. 58

This Indenture, Made this 23 day of June in the year of our Lord nineteen hundred sixteen between B. E. Collins, an unmarried man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Farmers State and Savings Bank of the second part:

WITNESSETH That the said part 4 of the first part, in consideration of the sum of Five Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage to the said part 2 of the second part 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. 173 on Elmwood Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said B. E. Collins do sell hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except mortgage for \$2,000.00 of even date to Farmers State and Savings Bank

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and no/100 Dollars according to the terms of certain this day executed and delivered by the said B. E. Collins to the said part 2 of the second part Farmers State and Savings 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 part 4 of the second part, its 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 part making such sale, on demand, to said Farmers State and Savings Bank heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

B. E. Collins (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 23 day of June A. D. 1916, before me, Geo. L. Breuck a Notary Public in and for said County and State, came B. E. Collins, an unmarried man

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 July 19 1918 Geo. L. Breuck Notary Public.

Filed for Record the 18 day of March A. D. 1917 at 2:35 o'clock P.M.  
Estelle Henschup Register of Deeds  
Ernie Howard Deputy.

Recorded July 28 1916  
Charles J. Breuck  
Register of Deeds

After entering two years from the date of recording and the mortgagee has not paid in full, this mortgage is hereby released and the mortgagor is to be discharged. No other action may be taken by the mortgagee. No change of name required.

Farmers State and Savings Bank  
Geo. L. Breuck  
Charles J. Breuck