

MORTGAGE RECORD NO. 58

This Indenture, Made this 13th day of March in the year of our Lord 1919 between Elsie A Rhode & Henry H Rhode her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and R. L. Carter of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of One hundred and fifty DOLLARS, to them July paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 one hundred and fifteen, and one hundred and seventeenth in block number two, on Locust Street, in that part of the city of Lawrence, formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Elsie A Rhode

do not hereby covenant and agree that at the delivery hereof she is the lawful owner of of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain mortgage of five hundred dollars in favor of the Lawrence Building and Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part of 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 part of 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 part of making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jessie Elliott Elsie A Rhode (SEAL.)
Henry H Rhode (SEAL.)
(SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27th day of March A. D. 1919, before me,

D. Coen Byrn a Notary Public in and for said County and State, came Elsie A Rhode and Henry H Rhode her husband

(L.S.) parties 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 December 15 1921 D. Coen Byrn Notary Public.

Filed for Record the 29 day of March A. D. 1919, at 9³⁰ o'clock A.M.

Estelle P. Pithrup Register of Deeds

Deputy.

This mortgage is not to be recorded until the principal has been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 13th day of March A. D. 1919.

R. L. Carter

Elsie A Rhode

Recorded March 27th 1920

Notary of Deeds

Estelle P. Pithrup

PROBATE STATE BANK