

MORTGAGE RECORD NO. 58

In consideration of full payment of the within mortgage I hereby release the same this 23 day of July 1919  
Alfred Hultz and Dannie Hultz  
Weyersmuller and Jack

This Indenture, Made this Nineteenth day of April in the year of our Lord nineteen hundred nineteen between Alfred Hultz and Dannie Hultz, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and F. Weyersmuller and Jack Riley, partners doing business under the firm name and style of of the second part:  
WITNESSETH That the said parties of the first part, in consideration of the sum of Seven Hundred Dollars 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 parties of the second part their 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 numbered One Hundred and Six (106) in Block Thirty Three (33) in that part of the City of Lawrence known as Third Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Hultz and Hultz, his wife 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 no exceptions.

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 and delivered by the said parties of the first part to the said parties of the second part bearing interest at the rate of 7 per cent per annum from date until paid

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 parties of the second part, their 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 parties making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 Alfred Hultz (SEAL)  
Dannie Hultz (SEAL)

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 19th day of April A. D. 1919, before me, F. B. Dodds a Notary Public in and for said County and State, came Alfred Hultz and Dannie Hultz, his wife to me personally known to be the same person of writing 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 23rd 1921 F. B. Dodds Notary Public.

Filed for Record the 21 day of April A. D. 1919, at 11 o'clock A.M.  
Estelle Northrup Register of Deeds  
Ernest Flora Deputy.

ATTEST:  
Lawrence G. Wellman  
Register of Deeds