

## MORTGAGE RECORD NO. 58

This following is endorsed on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created is discharged.

As witness my hand this 9th day of April A. D. 1933  
Byron Jones and Ellen Jones  
Attest: J. D. Wood

Recorded April 11, 1933  
Dea. E. Wellman  
Register of Deeds

This Indenture, Made this 4th day of April in the year of our Lord  
nineteen hundred and nineteen between Nevada E. Clark and  
Walter Clark, her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Byron Jones and Ellen Jones of the second part:  
WITNESSETH That the said parties of the first part, in consideration of the sum of  
Six Hundred (\$600.00) 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 Number Fifty-four (54) on Rhode Island Street,  
in the city of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 except a first  
mortgage of \$200 due the People's State Bank of Lawrence, Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of  
\$600. and interest  
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  
Said \$600. or part thereof, but not less than \$100. may be paid at any  
interest paying time; shall insurance shall be carried on said property by second party  
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  
sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there  
be, shall be paid by the parties making such sale, on demand, to said parties of the second part  
their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal  
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Nevada E. Clark (SEAL)

Walter Clark (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 4 day of April A. D. 1933, before me,  
Myrtle M. Connell a Notary Public in and for said County and State, came  
Nevada E. Clark and Walter Clark, her husband,  
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 Jan 22 1935 1935

Myrtle M. Connell

Notary Public.

Filed for Record the 22 day of April A. D. 1933 at 8:22 o'clock A. M.

Estlin W. Hays Register of Deeds

Ernest Elora Deputy.