

MORTGAGE RECORD NO. 58

This Indenture, Made this first day of May in the year of our Lord nineteen hundred and nineteen between A. L. Stanton and Harriet M. Stanton, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty five 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 party 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: Beginning 17.58 chains west of the northeast corner of the northwest quarter (1/4) of Section 36, Township 12, Range 13; thence south 1/2 chains, 47 links to a point on the north line of Henry street (near S. the street) produced west from the City of Lawrence; thence west on the north line of said Henry street 9 chains, 7 links; thence north 11 chains, 47 links to the north line of said section 36; thence East 9 chains, 7 links to beginning containing 10.41 acres more or less, less two acres as follows: Commencing at a point 17.58 chains west of the northeast corner of said north-west quarter (1/4) Section 36; thence south 5 chains, 73 links to a point of beginning; west 5 chains, 50 links; south 5 chains 73 links to the north line of Henry street produced west from City of Lawrence; east 3 chains, 50 links; north 5 chains 73 links to beginning. 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years after date with interest thereon according to the terms of said note and coupons, attached. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 party 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 party making such sale, on demand, to said parties of the first part theirs heirs and assigns.

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

Signed, Sealed and Delivered in the presence of A. L. Stanton (SEAL) Harriet M. Stanton (SEAL) Jennie Whitt (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 1<sup>st</sup> day of May A. D. 1919, before me, Jennie Whitt a Notary Public in and for said County and State, came A. L. Stanton and Harriet M. Stanton, his wife, 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 30<sup>th</sup> March 1920 Jennie Whitt Notary Public.

Filed for Record the 1st day of May A. D. 1919, at 1<sup>15</sup> o'clock - P. M. Estelle Mosebrup Register of Deeds June Flinn Deputy.

For Return See Book 17 Page 210  
For Payment See Book 17 Page 210  
See assignment Book 57 page 263