

MORTGAGE RECORD NO. 58

This Indenture, Made this 8th day of May in the year of our Lord nintien hundred and nintien between George L. Smith and Machilde L. Smith, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Cites Lindenberz of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Twelve hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has se sold, and by these presents do grant, bargain, sell and mortgage to the said part ty 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: The East Eighty (80) feet of Lot number One hundred and twenty three (123) and all of Lot number One hundred and twenty five (125) on Mississippi in the City of Lawrence, said County and State

The mortgagor agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable values, in a company or companies approved of by this mortgagee with mortgage clause attached, making loss payable to said mortgagee or interest may appear, said failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

It is agreed that if this property is sold at any time by the mortgagor, that this loan with note and mortgage shall immediately come due and payable

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said George L. Smith and Machilde L. Smith do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Twelve hundred and fifty 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 part ty of the second part payable five years after date with interest thereon according to the terms of said note and coupons thereto 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 part ty 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 sales, and the overplus, if any there be, shall be paid by the part ty making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Hugh Blair,

George L. Smith (SEAL)

Machilde L. Smith (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of May A. D. 1919, before me,

Hugh Blair

George L. Smith and Machilde L. Smith, his wife

swearing to me personally known to be the same person s 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 28 Dec 1921

Hugh Blair

Notary Public.

Filed for Record the 5 day of May A. D. 1919, at 4²⁵ o'clock P.M.

Estelle Norchup Register of Deeds

Ferne Glard Deputy.

This Indenture is acknowledged and the official instrument is hereby
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. At witness my hand this 10 day of January A. D. 1921
Peter Lindenberz
C. W. McKim
Lawrence, Mo.

Recorded Jan. 10th 1921
Estelle Norchup
 Register of Deeds

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

May 16th 1921
 1921