

MORTGAGE RECORD NO. 58

This Indenture, Made this 21st day of May in the year of our Lord nineteen hundred and nineteen between E. E. Griggs and Matic Griggs, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Sarah Mace of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Five Hundred and no/100 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 part y of the second part her 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 One Hundred and Fifty Two (152) on New York Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said E. E. Griggs

do es hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Five Hundred and no/100 Dollars

according to the terms of one certain note this day executed and delivered by the said E. E. Griggs and Matic Griggs, his wife, to the said part y 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 y of the second part her 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 y making such sale, on demand, to said parties of the first part, them heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

E. E. Griggs (SEAL)
Matic Griggs (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21st day of May A. D. 1919, before me, Estelle Northrup, Reg. of Deeds a Notary Public in and for said County and State, came E. E. Griggs and Matic Griggs, his wife,

(L.S.)

to me personally known to be the same person es 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 19

Filed for Record the 21 day of May A. D. 1919, at 9:52 o'clock AM

Estelle Northrup Notary Public
Register of Deeds
Estelle Northrup Register of Deeds
Ferne Flossa Deputy

This Indenture is intended to be a mortgage to secure the payment of the sum of Five Hundred and no/100 Dollars, to be paid by the said part y of the second part to the said part ies of the first part, in consideration of the sum of Five Hundred and no/100 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 part y of the second part her 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 One Hundred and Fifty Two (152) on New York Street, in the City of Lawrence.

Sarah Mace

Recorded April 19 1919

Estelle Northrup

Register of Deeds

Ferne Flossa

The following is enforced on the original instrument.

Recorded Feb. 27