

MORTGAGE RECORD NO. 58

This Indenture, Made this 23rd day of May in the year of our Lord nineteen hundred and nineteen between P. Peterson, single of Douglas in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part: **WITNESSETH** That the said part y of the first part, in consideration of the sum of Eight hundred DOLLARS, to him 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 its successors 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 74 and 103 Block 33 First Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said P. Peterson do hereby covenant and agree that at the delivery hereof he 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 Eight hundred Dollars according to the terms of one certain note this day executed and delivered by the said P. Peterson to the said part y of the second part The Lawrence National Bank

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 part y of the second part, its successors, 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of P. Peterson (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, } ss. Douglas County BE IT REMEMBERED, That on this 26 day of May A. D. 1919, before me, Geo. H. Nichols a Notary Public in and for said County and State, came P. Peterson, single

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 25 1922 Geo. H. Nichols Notary Public.

Filed for Record the 27 day of May A. D. 1919, at 9:25 o'clock A. M. Estelle Worchup Register of Deeds Gene Elora Deputy.

Recorded April 27th 1920  
The Lawrence National Bank  
Lawrence, Kansas  
By Geo. H. Nichols  
(Comp. Seal)  
Register of Deeds

Recorded May 11th 1920