

MORTGAGE RECORD NO. 58

This Indenture, Made this 26th day of May in the year of our Lord nineteen hundred nineteen between S M Purcell and Lucy Purcell his wife 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 sec of the first part, in consideration of the sum of Fourteen Hundred DOLLARS, to _____ duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do _____ grant, bargain, sell and mortgage to the said part of of the second part his 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: The West one-half (1/2) of the following described tract of land, to wit: Beginning at a stone in the North line of the North East Quarter of Section Twenty one (21), Township Twelve (12), Range Twenty (20), Thence North and Eighty Nine hundredths (89.82) chains West of the Northwest corner of said quarter section; thence North on the North line of said quarter section thirty four and sixty hundredths (34.60) chains to the Northwest corner thereof; thence South on the West line of said quarter section thirty and thirty hundredths (33.30) chains to a stone; thence East parallel with the North line of said quarter section thirty three and eight hundredths (33.08) chains to the West line of the right of way of the Union Pacific Railroad; thence North Five degrees (5°) thirty minutes (30) East on said line of right of way seven and nine hundredths (7.09) chains to a stone, the Southwest corner of land owned by Willis Hackley; thence West seven and seventy hundredths (7.70) chains to a stone; thence North Six and twenty five hundredths (6.25) chains to the place of beginning, containing forty (40) acres

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said first parties 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 _____ Nineteen hundred dollars according to the terms of one certain note this day executed _____ and delivered by the said first parties to the said part of 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 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 of of the second part his 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 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 of making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

S. M. Purcell (SEAL)
Lucy Purcell (SEAL)
_____ (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 3 day of June A. D. 1919, before me,

Geo. W. Nehme a Notary Public in and for said County and State, came S. M. Purcell and Lucy Purcell his wife to me personally known to be the same person and 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. W. Nehme Notary Public.

Filed for Record the June 14th day of June A. D. 1919, at 8:55 o'clock a. M. Estelle Northrup Register of Deeds
_____ Deputy.

After recording to be returned to the mortgagor and the mortgage herein described having been paid in full, this mortgage is hereby released and the same shall be discharged. As witness my hand this 26th day of May A. D. 1919.
The Lawrence National Bank
By Geo. W. Nehme, Cashier
(long seal)

Recorded Nov 27 1920
Estelle Northrup
Register of Deeds

Recorded Jan. 3 1921
Estelle Northrup

After recording to be returned to the mortgagor and the mortgage herein described having been paid in full, this mortgage is hereby released and the same shall be discharged. As witness my hand this 26th day of May A. D. 1919.