

MORTGAGE RECORD NO. 58

The following is entered on the original instrument.

The note herein described having been paid in full, this mortgage is hereby

revised and the same hereby created as being

At witness my hand this 19th day of July A. D. 1923

Attest: Jennie Watt Secretary of the Court with and In presence of Hugh Blair

Recorded 7-19-23 1923

Don E. Williams

Jennie Watt

Notary Public

This Indenture, Made this 14th day of July in the year of our Lord nineteen hundred and nineteen between John C. Lurd and Myrtle B. Lurd his wife, of the City 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 Two Thousand 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:

Lot number Fifteen (15) in Block number Eleven (11) of Cokes' Enlarged Addition to the City of Lawrence, in said County and State.

The mortgagors agree to keep the building on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause attached, making loss payable to said mortgagee or assigns, as interest may appear, and failing to do so, holder of mortgage may have same insured and the cost of so doing added to the mortgage 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 Two Thousand Dollars according to the terms of one 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 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 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 their 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

Jennie Watt
STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 14th day of July A. D. 1914, before me,

Jennie Watt a Notary Public in and for said County and State, came John C. Lurd and Myrtle B. Lurd his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(28) 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 30th March 1920 Jennie Watt Notary Public.

Filed for Record the 14 day of July A. D. 1914, at 4:15 o'clock P. M.
Estelle Norchup Register of Deeds
Ferne Flora Deputy.

Recorded July 10th 1922
The note herein described having been paid in full, this mortgage is hereby revised and the same hereby created as being As witness my hand this 19th day of July A. D. 1923