

## MORTGAGE RECORD NO. 58

This Indenture, Made this 24<sup>th</sup> day of July in the year of our Lord one thousand and nineteen between J. D. Kuhn and Nora Kuhn his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part six of the first part, in consideration of the sum of Fifteen Hundred 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 of 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 One hundred and Seventy-seven (177) and the North half of Lot number One hundred and Seventy-nine (179) on New Hampshire Street in the City of Lawrence, said County and State

The mortgagors agree to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company or companies approved of by this mortgage with mortgage clause attached, making same 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 part six 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 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 Fifteen Hundred 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 of of the second part payable three 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, 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 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 parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part six of the first part has its hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of J. D. Kuhn (SEAL.)  
Nora Kuhn (SEAL.)  
Jessie Watt (SEAL.)

STATE OF KANSAS,

Douglas County } ss.  
BE IT REMEMBERED, That on this 24<sup>th</sup> day of July A. D. 1919, before me, Jessie Watt a Notary Public in and for said County and State, came (L.S.) J. D. Kuhn and Nora Kuhn, his wife,

Writing 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 30<sup>th</sup> March 1920 Jessie Watt Notary Public.

Filed for Record the 25 day of July A. D. 1919, at 4:35 o'clock P.M.  
Estelle Northrup Register of Deeds  
Deputy.

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.

As witness my hand this 24<sup>th</sup> day of July A. D. 1924

Attesty  
Jessie Watt

Recorded July 30<sup>th</sup> 1924  
Edw. E. Weiland  
Register of Deeds