

MORTGAGE RECORD NO. 58

This Indenture, Made this 26th day of July in the year of our Lord nineteen hundred and nineteen between Almont Burton Cotton, single of Lawrence 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 Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part do 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 number one hundred fifty eight on Tennessee Street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said first party do 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 Seven hundred dollars according to the terms of one certain note this day executed and delivered by the said first party to the said part y of the second part The Lawrence National Bank.

and this conveyances 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, 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 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 first party heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Almont Burton Cotton (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 26 day of July A. D. 1919, before me, Geo. H. Palmer a Notary Public in and for said County and State, came Almont Burton Cotton, a single man,

(L.S.)

first party 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. Palmer Notary Public.

Filed for Record the 28 day of July A. D. 1919, at 9:10 o'clock A. M. Estelle D. Withers Register of Deeds Deputy.

The within described premises have been paid in full, this mortgage is hereby released and the same thereby created is discharged. As witness my hand this 26th day of July 1919.

Lawrence National Bank By J. G. Madsen vice Ch.

Recorded July 19 1922

Estelle D. Withers Register of Deeds