

## MORTGAGE RECORD NO. 58

This Indenture, Made this 1st day of August in the year of our Lord nineteen hundred nineteen between John Lee, a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. E. Stanley of Denver, Colorado of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of Four Thousand and 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do sell grant, bargain, sell and mortgage to the said part of of the second part her 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: Beginning two hundred and twenty five feet north of the northwest corner of Ohio and Hancock Streets (Hancock now 13th St.) thence North twenty five feet, thence west one hundred and twenty five feet, thence South seventy five feet, thence east one hundred and twenty five feet to place of beginning, in the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part 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 four thousand dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part of of the second part or order.

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 her 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 party of the first part his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

STATE OF KANSAS,

Douglas County ss. BE IT REMEMBERED, That on this 1st day of August A. D. 1919, before me, the undersigned a Notary Public in and for said County and State, came John Lee (L.S.)

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 June 24 1922 L. B. Haysford Notary Public.

Filed for Record the 3rd day of Aug. A. D. 1919 at 9:25 o'clock A. 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 is hereby released.

As witness my hand this 9 day of Sept. A. D. 1922 Mary E. Stanley

Recorded Sept 15th 1922 Estelle Northrup Deftel