

MORTGAGE RECORD NO. 58

This Indenture, Made this 23rd day of June in the year of our Lord nineteen hundred and nineteen between Jennie M. Martin and Handel D. Martin, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Fred S. Alford of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of One 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 part y 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 No. three (3) Block Twp (10) University Place Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they use 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 except a first mortgage of Three Thousand (\$3000.00) Dollars due the Lawrence Building and Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand 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 y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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, 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 y making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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 M. Martin (SEAL)  
Handel D. Martin (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 23rd day of June A. D. 1919, before me, Frank M. Holliday a Notary Public in and for said County and State, came Jennie M. Martin and Handel D. Martin to me personally known to be the same persons 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 31 1920 Frank M. Holliday Notary Public.

Filed for Record the 2 day of August A. D. 1919, at 1:45 o'clock P.M.  
Estlin Morchup Register of Deeds  
Ferne Flora Deputy.

Recorded Sept 18 1919  
Estlin Morchup  
Register of Deeds

Recorded Jan 5 1920  
Estlin Morchup

This document is intended to be a mortgage. The mortgagee hereby covenants to pay to the mortgagor the sum of \$1000.00 on or before the 1st day of January, A. D. 1920.

The mortgagee hereby covenants to pay to the mortgagor the sum of \$1000.00 on or before the 1st day of January, A. D. 1920.