

MORTGAGE RECORD NO. 58

This Indenture, Made this Twenty eighth day of June in the year of our Lord nineteen hundred and nineteen between

Lillian J. Constant (unmarried) of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. Alicia Nolan and Mary M. Nolan of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Two thousand DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part their 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 Six (106) on New Hampshire Street in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lillian J. Constant do sell hereby covenant and agree that at the delivery hereof she 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 Two thousand Dollars according to the terms of one certain note this day executed and delivered by the said Lillian J. Constant to the said party 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 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 party of the second part, their 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 Lillian J. Constant her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Lillian J. Constant (SEAL) (SEAL) (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 31 day of July A. D. 1919, before me, John M. Newlin a Notary Public in and for said County and State, came Lillian J. Constant

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 March 20 1923 John M. Newlin Notary Public.

Filed for Record the 4 day of August A. D. 1919, at 942 o'clock P.M. Estelle Nordrup Register of Deeds E. E. Ford Deputy.

The above herein described land having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand and seal this 31st day of July 1919. Lillian J. Constant

Recorded Jan 5 1922
Estelle Nordrup
Register of Deeds
E. E. Ford
Deputy