

## MORTGAGE RECORD NO. 58

This Indenture, Made this 25th day of June in the year of our Lord nineteen hundred and nineteen between H. C. Brinkman and Margaret Brinkman, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Paul A. Dinwiddie of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twelve Hundred and Fifty (\$1250.00) 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 parties 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 Fifty three (53) on New Hampshire Street, in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 \$1250.00 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 parties of the second part Paul A. Dinwiddie.

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

H. C. Brinkman (SEAL)  
Margaret Brinkman (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of June A. D. 1919, before me, Myrtle M. Connell a Notary Public in and for said County and State, came H. C. Brinkman and Margaret Brinkman his wife 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. 23-1923 Myrtle M. Connell Notary Public.

Filed for Record the 3 day of Sept A. D. 1919, at 11:50 o'clock A.M.  
Estelle Morchup Register of Deeds  
Ernest Elmer Deputy.

This Indenture is returned to the original parties in full satisfaction of the mortgage herein described having been paid in full by the mortgagor, and the mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 25th day of June, A. D. 1919.

Paul A. Dinwiddie

With: Ernest Elmer Deputy

Recorded January 5, 1920  
Estelle Morchup  
Register of Deeds  
Ernest Elmer Deputy

The following is endorsed on the original instrument:  
The note herein described having been paid in full by the mortgagor, the mortgage is hereby released and the same is hereby cancelled and discharged.

Recorded  
Jan 4