

## MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:  
 The same herein described having been paid in full, this mortgage is hereby  
 released and the parties thereto are thereby discharged.  
 As Witness my hand this 11<sup>th</sup> day of June A. D. 1920  
 J. E. [Signature]

Recorded June 25 1920  
 Geo. B. Wellman

Register of Deeds

This Indenture, Made this 28<sup>th</sup> day of August in the year of our Lord  
 nineteen hundred and Twenty between Thomas Wallace and Louisa  
Wallace, his wife, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

High Blair of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of  
Four hundred DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do not grant, bargain,  
 sell and mortgage to the said part ies 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 Forty-three (43) on New Jersey street in the City of  
Lawrence, said County and State.

The mortgagor agrees to keep the building on premises insured  
against fire, lightning and windstorms to the extent of their insurable  
value, in a company approved by this mortgagee with mortgage  
clause attached making love payable to said mortgagee or his assigns,  
which interest may appear, and failing to do so holder of mortgage  
may have same insured and the cost of so doing added to the mort-  
gage to draw interest until paid at 10%.

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 are the lawful owners of the premises, above granted,  
 and seized of a good and indecisible 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 hundred 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 ies of the second part  
payable three years after date with interest thereon according  
to the terms of said note and coupons thereto attached  
 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 ies 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 sales, and the overplus, if any there be, shall be paid by the part ies 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 ha ve hereunto set their hands and seals  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jessie Blair  
Notary Public in and for said County and State, came  
who and the within-written same made their marks  
herein in my presence  
 STATE OF KANSAS,

Thomas Wallace (SEAL)

Louisa Wallace (SEAL)

mark (SEAL)

Douglas County } ss.

BE IT REMEMBERED, That on this 28<sup>th</sup> day of Aug A. D. 1920, before me,

Jessie Blair a Notary Public in and for said County and State, came

Thomas Wallace and Louisa Wallace 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 30<sup>th</sup> March 1920

Filed for Record the 16 day of Sept A. D. 1920 at 1:30 o'clock P.M.

John H. Blair Notary Public.

John H. Blair Register of Deeds

John H. Blair Deputy.

This mortgage is intended as a Mortgage to secure the payment of the sum of \$400.00

Recorded Sept 23 1920