

MORTGAGE RECORD NO. 58

This Indenture, Made this 27th day of August in the year of our Lord nineteen hundred and nineteen between Olive M. Quakenbush and W. H. Quakenbush, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight 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 party of the second part its successor 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 seventy two (72) on Ohio Street 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 first parties 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 Eight hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank.

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 party of the second part, its successors 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 party making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Olive M. Quakenbush (SEAL)
W. H. Quakenbush (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 27 day of August A. D. 1919, before me,

Geo. H. Kuhne a Notary Public in and for said County and State, came Olive M. Quakenbush and W. H. Quakenbush, her husband 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 Jan 25 1922

Geo. H. Kuhne

Notary Public.

Filed for Record the 20 day of Sept A. D. 1919, at 9¹⁵ o'clock A.M.

Estelle Northrup Register of Deeds
Ferne Flora Deputy.

This mortgage is intended to secure the payment of the sum of Eight hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank.

Recorded Feb 7 1920
Estelle Northrup
Register of Deeds
Ferne Flora
Deputy.