

MORTGAGE RECORD NO. 58

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This Indenture, Made this seventeenth day of September in the year of our Lord nineteen hundred and nineteen between Jennie M. Martin and Handel T. Martin, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Murwin J. Ludlev of the second part:

WITNESSETH That the said party 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 sell sold, and by these presents do grant, bargain, sell and mortgage to the said party 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), Blk ten (10) University Place Addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jennie M. Martin and Handel T. Martin, her husband 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 except a mortgage of Three Thousand (\$3000.00) Dollars payable to the Lawrence Building & Loan Association. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand (1000.00) Dollars according to the terms of one certain note this day executed and delivered by the said Jennie M. Martin and Handel T. Martin, her husband 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, 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 party making such sale, on demand, to said Jennie M. Martin and Handel T. Martin, her husband, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Jennie M. Martin (SEAL) Handel T. Martin (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of September A. D. 1919, before me, Frank M. Holliday a Notary Public in and for said County and State, came Jennie M. Martin and Handel T. Martin her husband 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 January 21st 1922 Frank M. Holliday Notary Public.

Filed for Record the 22 day of Sept A. D. 1919, at 3³⁰ o'clock P.M. Estelle Northrup Register of Deeds Anna Flora Deputy.

Recorded June 18th 1920
 Estelle Northrup
 Register of Deeds
 This mortgage is subject to the original instrument.
 The same has been described having been paid in full, this mortgage is hereby released and the parties are discharged. At witness my hand this 18th day of June, A. D. 1920.
 Murwin J. Ludlev
 Mabel B. Ludlev