

## MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument.

The note herein used that having been paid in full, this mortgage is hereby released and this lien thereby created is discharged.

A witness my hand this 5<sup>th</sup> day of December A. D. 1923

Harry C. Wallman, Register of Deeds

Recorded Dec. 5<sup>th</sup> 1923

Harry C. Wallman, Register of Deeds

This Indenture, Made this Twentieth day of September in the year of our Lord nineteen hundred and nineteen between W. H. Fleisher and Julia A. Fleisher, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. H. Newlin of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Eight hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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: The South Sixty (60) feet of Lot number Eight (8) Block No. Eleven (11) Babcock's Enlarged Edition to the City of Lawrence Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said W. H. Fleisher and Julia A. Fleisher do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 and ten coupons this day executed and delivered by the said W. H. Fleisher and Julia A. Fleisher to the said part of of the second part his heirs.

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 part of of the second part, her 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 part of making such sale, on demand, to said W. H. Fleisher heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha. ss hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. H. Fleisher (SEAL)  
Julia A. Fleisher (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 22 day of September A. D. 1919, before me, John M. Newlin a Notary Public in and for said County and State, came W. H. Fleisher and Julia A. Fleisher to me personally known to be the same person and 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 22nd day of Sept. A. D. 1919 at 4:05 o'clock P.M.  
Estelle Withrup Register of Deeds  
Deputy.