

MORTGAGE RECORD NO. 58

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This Indenture, Made this 20th day of September in the year of our Lord nineteen hundred and nineteen between Terry Sackill and Eva E. Sackill, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, by 200 sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part its successors 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 fourteen (14) Block twelve (12) Babcocks Enlarged addition to the City of Lawrence, Kansas known as 1623 Mason St. being the same property purchased from Josephine M. Marvion

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 owner 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 Two thousand Dollar 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 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 party of the first part first parties 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

Terry Sackill (SEAL.)
Eva E. Sackill (SEAL.)
(SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 22 day of September A. D. 1919, before me, Geo. H. Kuhner a Notary Public in and for said County and State, came Terry Sackill and Eva E. Sackill, his wife

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. Kuhner Notary Public.

Filed for Record the 23 day of Sept A. D. 1919, at 8:30 o'clock A.M.
Edith M. Hershaupt Register of Deeds
Ferns Florida Deputy.

The foregoing is endorsed on the original instrument. The same hereto described having been paid in full, this mortgage is hereby released and the same is discharged. As witness my hand and seal this 25th day of September, A. D. 1919.
Geo. H. Kuhner Notary Public
(Seal)

Recorded Jan 25 1922
Edith M. Hershaupt
Register of Deeds