

MORTGAGE RECORD NO. 58

This Indenture, Made this 24th day of September in the year of our Lord nineteen hundred and nineteen between George H. Hazard and Mattie E. Hazard, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

H. R. Williams of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One hundred seventy and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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:

All of Lot Thirtysix (36) in Block number Twenty six (26) Sinclore's Addition to the City of Lawrence, Kansas in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George H. Hazard and Mattie E. Hazard

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 excepting a prior mortgage to H. R. Williams of 1400.00

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred seventy and no/100 Dollars according to the terms of a certain note this day executed and delivered by the said George H. Hazard and Mattie E. Hazard 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 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 parties 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part 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

George H. Hazard (SEAL)

Mattie E. Hazard (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of September A. D. 1919, before me, Geo. H. Richards a Notary Public in and for said County and State, came George H. Hazard and Mattie E. Hazard, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

(28)

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. Richards

Notary Public.

Filed for Record the 25 day of September A. D. 1919 at 10⁴⁵ o'clock A.M.

Esther Northrup

Register of Deeds

Ernest Flood

Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the fee therefor created is hereby paid.

As witness my hand this 15th day of Sept A. D. 1922

H. R. Williams

Attest:

Recorded Sept. 15th 1922
Esther Northrup
Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the fee therefor created is hereby paid.

Recorded Sept. 20th 1922