

MORTGAGE RECORD NO. 58

This Indenture, Made this 12th day of September in the year of our Lord nineteen hundred and nineteen, between Paulette Black and Thomas Black, her husband, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Moses A. Schloss of the second part:

WITNESSETH That the said parties 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 well 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 numbers Four (4) and Thirteen (13) in Block number Two (2) in South Lawrence, an addition to the City of Lawrence, in said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company approved of by this mortgage, with mortgage clause attached making loss payable to said mortgagee, over and above as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of insuring added to the mortgage with interest until paid at 10%.

It is understood and agreed by and between the parties hereto that at any time when Lot No. 13 can be sold advantageously for cash, an amount paid to the mortgagee, that he will release same from the effect of this mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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, 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 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 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

Jennie Matt

Paulette Black

(SEAL)

Thomas Black

(SEAL)

Thomas Black

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of Sept A. D. 1919, before me,

Jennie Matt

a Notary Public in and for said County and State, came

Paulette Black and Thomas Black, 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 30 March 1922

Jennie Matt

Notary Public.

Filed for Record the 26 day of Sept A. D. 1919, at 3²² o'clock P.M.

Estelle Northrup

Register of Deeds

Fern Flora

Deputy.

The following is endorsed on the original instrument:
This note having been described having been paid in full, this mortgage is hereby released and the fee thereby created discharged.
As witness my hand this 12th day of Sept A. D. 1919
Jennie Matt
Moses A. Schloss

Remitted to Office of Commissioner of Deeds
by Ellen Hagedorn
For Partial Release see Book 67 Page 355.

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

Recorded June 21 1921