

MORTGAGE RECORD NO. 58

This Indenture, Made this 6th day of October in the year of our Lord nineteen hundred and nineteen between Arthur Braden and Lora L. Braden, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three thousand 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: The South Fifty (50) feet of lot number Ten (10) in Block number Eight (8) 1st 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 wind storms to the extent of their insurable value in a company or companies approved of by this mortgage with mortgage clause attached, making loss payable to said mortgagor or his assigns as interest may appear and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage with all the appurtenances, and all the estate, title and interest of 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 Three thousand 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

Hugh Blair

Arthur Braden (SEAL)

Lora L. Braden (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 8th day of October A.D. 1919, before me,

Jennie Hatt

Arthur Braden and Lora L. Braden, 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 30th March 1920

Jennie Hatt

Notary Public.

Filed for Record the 13

day of October A. D. 1919, at 1²⁰ o'clock P.M.

E. Steele Korschup

Register of Deeds

Ferne Flora

Deputy.

The following is enforced on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the hereunto created discharged.

As witness my hand this 8th day of Sept. 1919

Attest:

Jennie Hatt Register of Deeds

Recorded Sept. 9th 1919
Earl C. McElman

Recorded Oct. 8 1919