

MORTGAGE RECORD NO. 58

This Indenture, Made this First day of July in the year of our Lord nineteen hundred and nineteen between John B. Boerner, a single man, Henry A. Boerner of Douglas in the County of Douglas and State of Kansas, of the first part, and Ella V. Boerner of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Two Thousand Dollars (\$2,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part her 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 Nine (9) and Ten (10) Live in the City of Lawrence, 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 John B. Boerner and Henry A. Boerner do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Dollars according to the terms of one certain promissory note this day executed and delivered by the said John B. Boerner and Henry A. Boerner to the said part of 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 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 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 part is making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

John B. Boerner (SEAL)
Henry A. Boerner (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 1st day of Nov A. D. 1919, before me,

(L.S.)

the undersigned a Notary Public in and for said County and State, came John B. Boerner, a single man, Henry A. Boerner 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 March 30, 1921

Emma Christensen Notary Public.

Filed for Record the 3rd day of Nov A. D. 1919, at 3:35 o'clock P. M.
Estelle Northrup Register of Deeds
Deputy.

For Release See Book 62 Page 55