

MORTGAGE RECORD NO. 58

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

Recorded April 17, 1915
J. E. McLaughlin
Register of Deeds

City of Kansas
County of Douglas
Jennie Hatt
Attorney
Ernest L. Ozias and Elvora Ozias
Parties of the first part
Thyself Clerk of Court

This Indenture, Made this Ten day of November in the year of our Lord nineteen hundred and nineteen between Ernest L. Ozias and Elvora Ozias, his wife of the City 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 One 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:

Lot number One Hundred and twenty-three (123) on Cornwell street in the City of Lawrence, said County and State.

The mortgagee agree to keep the building on premises insured against fire, lightning and wind to the extent of their insurable value, on a company or companies approved of by the mortgagee, with mortgage clause attached making loan payable to said mortgage or 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 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 three 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, 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 Hatt
Ernest L. Ozias (SEAL)
Elvora Ozias (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of November A. D. 1919, before me, Jennie Hatt a Notary Public in and for said County and State, came Ernest L. Ozias and Elvora Ozias, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 30 March 1920 Jennie Hatt Notary Public.

Filed for Record the 19 day of Nov A. D. 1919, at 4:10 o'clock P.M.
Esther Norchrup Register of Deeds
Fernie Flood Deputy.