

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand this 2 day of July A. D. 1923
James H. Watt
Notary Public
Recorded April 4 1925
Paul E. Weerman
Register of Deeds

This Indenture, Made this 24 day of November in the year of our Lord 1923 between Minnie Anderson and Miller Anderson, her husband 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 seven hundred and fifty 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 North half (1/2) of Lot number One hundred and sixty (160), One hundred and sixty-two (162), One hundred and sixty-four (164) and One hundred and sixty-six (166) on the North side of Mill Street in that part of the City of Lawrence, formerly known as North 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 or companies approved of by the mortgagee with mortgage clause attached making loss payable to said mortgagee 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, to date interest until paid at 10% with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 seven hundred and fifty 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 conveyances 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 hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of
Jessie Watt Minnie Anderson (SEAL)
Miller Anderson (SEAL)

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 26 day of Nov A. D. 1923, before me, Jessie Watt a Notary Public in and for said County and State, came Minnie Anderson and Miller Anderson, 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 1924 Jessie Watt Notary Public.

Filed for Record the 29 day of December A. D. 1923, at 9:55 o'clock A.M.
Estelle Roushrop Register of Deeds
James Blair Deputy.