

MORTGAGE RECORD NO. 58

277

year of our Lord
in the County of

of the second part:

the sum of

DOLLARS,

grant, bargain,

or parcel of land

(1/4) acre of

quarter (1/4)

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city (1/2)

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company

attached

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(SEAL)

(SEAL)

(SEAL)

1919, before me,

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the day and year

ary Public.

lock. A.M.

register of Deeds

Deputy.

The following is confirmed on the original instrument released and the lien thereon is hereby discharged. At witness my hand this 24th day of April, A. D. 1925.

W. H. March

This Indenture, Made this Eighteenth day of November in the year of our Lord nineteen hundred nineteen between Lola Fletcher Scofield and Hiram F. Scofield, her husband in the County of Douglas and State of Kansas, of the first part, and W. H. March of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Two Thousand (\$2000.00) 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 part 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 nine (9), Block number nine (9) in Lane Place in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Lola Fletcher Scofield and Hiram F. Scofield, her husband 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand (\$2000.00) according to the terms of one certain note this day executed and delivered by the said Lola Fletcher Scofield and Hiram F. Scofield, her husband to the said part 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 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 part 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 part making such sale, on demand, to said Lola Fletcher Scofield and Hiram F. Scofield, her husband. his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Lola Fletcher Scofield (SEAL) Hiram F. Scofield (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 18th day of November A. D. 1919, before me, Frank M. Holliday Notary Public in and for said County and State, came Lola Fletcher Scofield and Hiram F. Scofield, her husband, 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 hereunto subscribed my name and affixed my official seal on the day and year last above written

My Commission Expires January 21st 1925 Frank M. Holliday Notary Public.

Filed for Record the 10 day of December D. 1919, at 845 o'clock A.M. Esther Mowbray Register of Deeds Terre Hoss Deputy.