

MORTGAGE RECORD NO. 58

This Indenture, Made this 4th day of August in the year of our Lord nineteen hundred nineteen between Arthur E. House and Alice A. House, husband and wife of Tucson in the County of Pima and State of Arizona, of the first part, and The Farmers State & Savings Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty five Hundred and no/100 (\$2,500.00) 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 party of the second part its successors, 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: Albion Lot No Nine (9), "Oread Heights" a subdivision of South Two Hundred Fifty (250) feet of Block Three (3), Oread Addition to the City of Lawrence, Douglas County, Kan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arthur E. House and Alice A. House 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 Twenty five Hundred and no/100 Dollars according to the terms of five certain promissory notes each of record and for \$500.00 this day executed and delivered by the said Arthur E. House and Alice A. House to the said party of the second part The Farmers State & Savings Bank.

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 party of the second part, its 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 sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said

heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Arthur E. House (SEAL)
Alice A. House (SEAL)

STATE OF KANSAS, Arizona } ss.
Pima County

BE IT REMEMBERED, That on this 4th day of August A. D. 1919, before me, Owen T. Rouse a Notary Public in and for said County and State, came Arthur E. House and Alice A. House 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 February 22 1920

Owen T. Rouse

Notary Public.

Filed for Record the 10 day of Dec. A. D. 1919 at 11:35 o'clock A.M.

Estlin Newkamp Register of Deeds
Ernest Horst Deputy.

One hundred is intended as the original instrument.
The whole herein directed herein to be filed in full, this mortgage is hereby released and the same shall be returned to the mortgagor. All witnesses are bound thereto. 15.
Farmers State & Savings Bank
J. C. Stevenson, P.O.
(Seal)

July 17 - 1922
Cottrell & Northrup, Deeds
Registered & Indexed