

MORTGAGE RECORD NO. 58

This Indenture, Made this 12th day of December in the year of our Lord nineteen hundred and nineteen between Henry H. Gaher, and Frances B. Gaher, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas, a corporation of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two thousand (\$2,000.00) and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part its 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 1, in Block Number Ten (10) Lane Place, in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Henry H. Gaher and Frances B. Gaher, his wife, 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 (\$2,000.00) and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Henry H. Gaher and Frances B. Gaher to the said part of of the second part for \$2,000.00 payable in one year with interest at six percent per annum

and this conveyances 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, 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 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 of making such sale, on demand, to said Henry H. Gaher and Frances B. Gaher, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal x the day and year first above written.

Signed, Sealed and Delivered in the presence of Henry H. Gaher (SEAL.)
Frances B. Gaher (SEAL.)
(SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 12 day of December A. D. 1919, before me, Geo. H. Kuhnle a Notary Public in and for said County and State, came Henry H. Gaher and Frances B. Gaher, his wife, 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 Jan. 25 1922 Geo. H. Kuhnle Notary Public.
Filed for Record the 15 day of Dec A. D. 1919, at 10:20 o'clock a M.
Epistle T. Prithrup Register of Deeds
Deputy.

Recorded Sept. 6th 1921
Epistle T. Prithrup
Register of Deeds

When the following is returned to the original instrument
This mortgage is hereby released and the
original instrument is hereby returned to the
mortgagor or his assigns. As witness my hand
and seal this 12th day of December A. D. 1919
The Lawrence National Bank
By its Attorney in Law