

## MORTGAGE RECORD NO. 58

This Indenture, Made this 3<sup>rd</sup> day of January in the year of our Lord nineteen hundred and twenty between O.D. Moore and Lenora M. Moore, his wife 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 Fifteen hundred 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 two hundred and six (206) on Tennessee Street in City of 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 their mortgagee, his agent or assigns, with mortgage clause attached making same payable to said mortgagee or his assigns, as interest may appear and failing to do so holder of mortgage may have same insured and cost of insuring 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 Fifteen Hundred 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 according to terms of said note.

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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the surplus, if any there be, shall be paid by the party of the first part 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Shitt

O.D. Moore

Lenora M. Moore

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of January A. D. 1922, before me,

Jennie Shitt

O.D. Moore and Lenora M. Moore, 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 30<sup>th</sup> March 1920

Jennie Shitt

Notary Public.

Filed for Record the 5 day of Jan A. D. 1922, at 1<sup>40</sup> o'clock - P.M.

Estelle Northrup

Register of Deeds

Fernie Flora

Deputy.

The following is returned on the original instrument: The same hereto described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 11th day of July, A. D. 1921.

Hugh Blair

Records - July 9 - 1921

Estelle Northrup  
Register of Deeds