

## 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.  
As witness my hand this 3 day of Feb A. D. 1923  
Attorney: C. J. Jones  
Maurice E. Jones

Recorded March 5 - 1923  
Seal & Notary  
Register of Deeds

On assignment See Book 62 Page 195

This Indenture, Made this fourteenth day of February in the year of our Lord nineteen hundred and twenty between James Turner, a single man, of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. F. Foster of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he grant, bargain, sell and mortgage to the said party of the second part her 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 One hundred and forty-five (145) on New Jersey street in the city of Lawrence said County and State.

The mortgagor agrees to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company approved of by this 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 insuring added to the mortgage to draw interest until paid at 10%.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do he hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Four hundred Dollars according to the terms of one certain note this day executed.

and delivered by the said party 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 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, her 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 party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Pratt

James Turner

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14<sup>th</sup> day of February A. D. 1922, before me, Jennie Pratt a Notary Public in and for said County and State, came James Turner, a single man,

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 1923

Jennie Pratt

Notary Public.

Filed for Record the 16 day of Feb A. D. 1922, at 2:30 o'clock P.M.

Estelle Noxrup

Register of Deeds

Fernu Florad

Deputy.

When Mortgage is satisfied or this is fully paid, this mortgage is hereby released and the lien thereby created discharged.

Recorded Feb: 20 1922