

MORTGAGE RECORD NO. 58

This Indenture, Made this 24th day of February in the year of our Lord nineteen hundred and twenty between Edwin Peterson and Joseph Peterson, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight 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 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:

Lot Number five (5) in addition number Eleven (11) in that part of the City of Lawrence, known as North Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first 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 Eight hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank.

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 its successors 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 party making such sale, on demand, to said first parties 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

Edwin Peterson (SEAL)
Joseph Peterson (SEAL)
The Lawrence National Bank (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of Feb A. D. 1922, before me, Geo. H. Kuhne a Notary Public in and for said County and State, came Edwin Peterson and Joseph Peterson, 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 June 25 1923

Filed for Record the 26 day of Feb A. D. 1922, at 9:40 o'clock A. M.
Edwin Northrup Register of Deeds
Ernest Elmer Deputy.

This Indenture is subject to the original instrument
 The mortgage is hereby acknowledged and the
 same is duly recorded in the office of the
 Register of Deeds of Lawrence, A. D. 1922.
Lawrence National Bank
by S. G. Mudd vice Ch.
(Not Seal)

Recorded June 26 1923
Edwin Northrup Public
 Register of Deeds
Ernest Elmer Dep.

The following is a reference to the original instrument
 Original Instrument
 18-2710000-1