

MORTGAGE RECORD NO. 58

This Indenture, Made this 12th day of January in the year of our Lord nineteen hundred twenty between Floyd Sample and his wife Anna Sample of Douglas in the County of Douglas and State of Kansas, of the first part, and Marie Cecilia Gould of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three hundred and no/100 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 No. Forty Four (44) on New York Street, in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Floyd Sample and his wife, Anna Sample do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one first mortgage in favor of the Douglas County Building and Loan Association.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said Floyd Sample and his wife, Anna Sample to the said party of the second part said note being payable as follows: \$15.00 on February 15, 1920 and \$15.00 on the 15 day of each and every month thereafter until the sum of \$300.00 shall have been fully paid. All deferred payments to bear interest at the rate of 7% per annum.

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, 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 sale 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 parties of the first part, their heirs and assigns. Parties of the first part reserve the right to pay the entire principal sum of \$300.00 at any time before maturity.

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

Floyd Sample (SEAL)
Anna Sample (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of January 1920 A.D. 1920, before me, John C. Emick a Notary Public in and for said County and State, came Floyd Sample and his wife Anna Sample 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 January 13 1922

Filed for Record the 4 day of March A. D. 1920 at 400 o'clock P.M.
Estelle Northrup Register of Deeds
Lenna Elora Deputy.

This Indenture is acknowledged as the signed instrument of the parties herein described and is hereby acknowledged as such by the undersigned. At witness my hand this 12th day of January 1920.

Marie Cecilia Gould
Floyd Sample and his wife

Recorded July 27 1920
Estelle Northrup
Register of Deeds
Lawrence, Kansas

This document is not to be removed from this original instrument.

For Assignment to Law 18