

MORTGAGE RECORD NO. 58

This Indenture, Made this 16th day of March in the year of our Lord nineteen hundred and twenty between J. F. Mettcher and Jara Mettcher, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. P. Stubbs of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty One Thousand 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:

Commencing at the Northeast corner of Oak Lot Number Seventeen (17) City of Lawrence, thence running South fifty-three (53) feet, thence running West one hundred thirty three (133) feet, thence running North fifty-three (53) feet, thence running East one hundred thirty three (133) feet to the point of beginning, being a part of Oak Lot Number 17, 19 and 21, all of the above described premises being situated in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. F. Mettcher and Jara Mettcher, his wife do hereby covenant and agree that at the delivery hereof they are 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 Twenty one Thousand Dollars according to the terms of one certain note this day executed

and delivered by the said J. F. Mettcher and Jara Mettcher to the said party of the second part due in five years. The parties of the first part in full right after one year to pay the sum of One Hundred Dollars every month thereafter, and any interest paying date on said note 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, 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 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 parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

J. F. Mettcher (SEAL)
Jara Mettcher (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 16th day of March A. D. 1920, before me, Edna F. Kennedy a Notary Public in and for said County and State, came J. F. Mettcher and Jara Mettcher, 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 January 14 1923.

Edna F. Kennedy Notary Public.

Filed for Record the 18 day of March A. D. 1920, at 4:10 o'clock P.M.
Esther Northrup Register of Deeds
Furness Floral Deputy.

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