

## MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of March in the year of our Lord nineteen hundred twenty 1920, between Margaret D. Hunkle and Otis E. Hunkle, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mabel Blue Kibbell of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two Thousand Five Hundred (\$2500.00) 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 part 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 Numbered One Hundred Forty-eight (148), on Tennessee Street, 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 Margaret D. Hunkle and Otis E. Hunkle, her husband, 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 inalienable 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-five Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Margaret D. Hunkle and Otis E. Hunkle to the said part of the second part for \$2500.00 due and payable five years after date, with interest at the rate of seven percent per annum, payable semi-annually, subject to the privilege of paying \$100.00 or any multiple thereof in any interest payments. 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 part 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 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, her 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

Margaret D. Hunkle (SEAL)  
Otis E. Hunkle (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of March A. D. 1920, before me, the undersigned a Notary Public in and for said County and State, came Margaret D. Hunkle and Otis E. Hunkle, 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 Apr 23rd 1921

Chas. S. Philo Notary Public.  
Estelle Northrup Register of Deeds  
Ferne L. Lora Deputy.

Filed for Record the 22 day of March A. D. 1920, at 8:35 o'clock A.M.

For Release See Book 62 Page 191