

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. Humble and Otis E. Humble, her husband of  Lawrence in the County of  Douglas and State of Kansas, of the first part, and  Mabel Blue Kirkell 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 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 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. Humble and Otis E. Humble, 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 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 five Hundred Dollars according to the terms of  one certain  promissory note this day executed and delivered by the said  Margaret D. Humble and Otis E. Humble to the said party 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, however, to the privilege of paying \$100.00 or any multiple thereof in any 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 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. Humble (SEAL)  
 Otis E. Humble (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this  20th day of  March A. D. 19 20, before me,  the undersigned a Notary Public in and for said County and State, came  Margaret D. Humble and Otis E. Humble, her husband, 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 19 21  Miller S. Child

Filed for Record the  22 day of  March A. D. 19 20, at  8:35 o'clock  A.M.  
 Estelle Northrup Register of Deeds  
 Ernie L. Bond Deputy.

For Release See Book 62 Page 191