

## MORTGAGE RECORD NO. 58

This Indenture, Made this first day of April in the year of our Lord nineteen hundred twenty between Laura Gracher, a single woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and Catherine M. Bailey, a single woman of the second part: WITNESSETH That the said party of the first part, in consideration of the sum of Thirty five Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has do 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 Two Hundred Seven (207), Ohio Street, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Laura Gracher do do hereby covenant and agree that at the delivery hereof she is 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 whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty five Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Laura Gracher to the said party of the second part Catherine M. Bailey

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, 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 sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Laura Gracher, the party of the first part her heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has do hereunto set her hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

Laura Gracher (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of March A. D. 1922, before me, Frank M. Holliday a Notary Public in and for said County and State, came Laura Gracher

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 21 1922 Frank M. Holliday Notary Public.

Filed for Record the 1st day of April A. D. 1922, at 1:30 o'clock P. M.  
Edwin Northrup Register of Deeds  
Ernest Sloan Deputy.

The instrument is returned on the official increased  
has thirty cents described having been paid in full, this mortgage is being released and the  
address: At Home: Mrs. M. Bailey  
M. Bailey

Rec'd: April 11th 1922  
Edwin Northrup  
Register of Deeds