

MORTGAGE RECORD NO. 58

This Indenture, Made this 30th day of March in the year of our Lord nineteen hundred and twenty between Dell Elston and Pearl Elston, his wife, of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and

F. M. Elliott of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Nine hundred 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: The South One-third (1/3) of Lot No. Ten Block No. 6 and the North One-third (1/3) of Lot No. 8 in said Block No. 6, of Steele's Subdivision of Block 6-7-8-9-10, of Early Addition to the City of Lawrence.

The mortgagors agree to keep the buildings on premises now erected or to be hereafter erected, insured against fire, lightning and wind storms to the extent of their insurable value in a company or companies approved of by their mortgagee his officers agents or assigns, with mortgage clause attached making loss payable to said mortgagee or his assigns as interest may appear and failing to do so holder may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted,

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

Nine hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said party of the second part

payable three years after date with interest thereon according to terms of 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, 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 their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Dell Elston (SEAL)
Jennie Pitt (SEAL)
Pearl Elston (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30th day of March A. D. 1920, before me,

Jennie Pitt a Notary Public in and for said County and State, came Dell Elston and Pearl Elston 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 March 31 1924 Jennie Pitt Notary Public.

Filed for Record the 6 day of April A. D. 1920, at 9²⁵ o'clock A.M.
Estelle Marchant Register of Deeds
Ferns Flara Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 30th day of February A. D. 1920
J. M. Elliott
Attest:

Recorded Oct. 1 - 1920
Don E. Walman
Register of Deeds

This instrument is intended as a mortgage to secure the payment of the sum of \$900.00 and is not to be construed as a deed.

Recorded April 10 1920