

## MORTGAGE RECORD NO. 58

the year of our Lord  
1891  
in the County of

...of the second part:  
of the sum of-----  
-----DOLLARS,  
-----grant, bargain,  
act or parcel of land

number  
is Twenty

directed  
 to the extent  
 his mortgage  
 is paid, or  
 mortgage  
 mortgage.

sum of.....

...of the second part  
to the

rt thereof, or inter-  
nt shall become due  
and assigns, at any  
s arising from such  
erplus, if any there

and. and seal

.....(SEAL)  
.....(SEAL)  
.....(SEAL)

1932, before me,  
County and State, came  
(wife),  
nally known to be  
of the same.  
the day and year  
ary Public.  
clock P.M.  
register of Deeds  
Deputy.

The following is endorsed on the original instrument:  
 The same hereto described having been paid in full, this mortgage is hereby released and the  
 same hereby agreed discharged. As witness my hand this 11<sup>th</sup> day of Oct-19, A. D. 1921

Recorded Mar. 21 1921.

Estelle J. Jorkeups

This Indenture, Made this 10th day of April in the year of our Lord 1910 hundred and 20 between C. M. Nicholls, single, J. L. Mackee, single, and T. M. Nicholls, single of Laurance in the County of Douglas and State of Kansas, of the first part, and Citizens State Bank, Laurance, Kansas of the second part.

WITNESSETH That the said parties of the first part, in consideration of the sum of Three Hundred and Fifty 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 to 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 Number Twelve (12), in Addition No. 1.  
and Lots " One Hundred and thirty seven (137)  
" One Hundred and thirty eight (138)  
" One Hundred and thirty nine (139)  
in addition No. two, all in that part of the city of Lawrence formerly  
known as North Lawrence in said county, state containing about  
2 acres.

with all the appurtenances, and all the estate, title and interest of the said particular of the first part therein. And the said particular of the first part 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 Three Hundred and fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part of the second part

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, etc 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 etc making such sale, on demand, to said parties of the second part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

*R. M. Nickell* (SEAL)  
*J. L. Nickell* (SEAL)  
*E. M. Nickell* (SEAL)

STATE OF KANSAS,

*Daphne branty* } SS.

BE IT REMEMBERED, That on this 10 day of April, A. D. 1950, before me, E. O. Perkins, a Notary Public in and for said County and State, came C. M. Nickell, J. E. Nickell and J. M. Nickell, all single men <sup>of legal age</sup> 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 Feb 11th 1935 E O Perkins

Filed for Record the 2 day of April A. D. 1922, at 8<sup>55</sup> o'clock A. M.  
Estes Harkness Register of Deeds  
Frank Hays Deputy