

MORTGAGE RECORD NO. 58

This Indenture, Made this Fourteenth day of April in the year of our Lord nineteen hundred and twenty between Wilson H. Clark and Meta Clark his wife of the City 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 Eighteen 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: Commencing at the South West corner of the North Five (5) acres of North Fifteen (15) acres of the West Nineteen (19) acres of the North West quarter (2) of the South East quarter (4) of Section Six (6) in Township 13 North (13) of Range Twenty (20), thence East parallel with the North line of said quarter section One hundred and eighty-two (182) feet to the garden fence as now located on said tract; thence North parallel with the East line of said quarter section Fifty (50) feet; thence West One hundred and eighty-two (182) feet to the said West line of said quarter section; thence South Fifty (50) feet to the place of beginning, together with the dwelling house and other improvements now erected thereon. The lot number twenty five (25) on Delaware Street in the City of Lawrence, and lot number twenty five (25) on Delaware Street in Earl's Addition to the City of Lawrence, 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

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 Eighteen 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 five years after date with interest thereon according to the terms of said note and coupons thereto attached

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 their 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 Wilson H. Clark (SEAL.)
Meta Clark (SEAL.)
Jessie Platt (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 14th day of April A. D. 1920, before me, Jessie Platt a Notary Public in and for said County and State, came Wilson H. Clark and Meta Clark, 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 30th March 1924 Jessie Platt Notary Public

Filed for Record the 15 day of April A. D. 1920, at 5³⁵ o'clock A. M.
Estlin Northrup Register of Deeds
Ferne Flora Deputy.

The following is returned 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 14th day of April A. D. 1920
Jessie Platt

Recorded April 14th 1920
Jessie Platt Register of Deeds

For Part of Release see Book 62 Page 37