

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument.  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 26 day of February A. D. 1922.  
E. H. S. Bidley  
Notary Public

Recorded February 26 "1923".  
J. E. McIlwain  
Register of Deeds

This Indenture, Made this 4th day of May in the year of our Lord nineteen hundred Twenty between J. E. Daniels and Luella O. Daniels, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. H. S. Bidley of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three thousand and no/100 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 part of the second part his 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 225 and the South five feet of lot number 225 on  
this 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 J. E. Daniels do hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a Mortgage to secure the payment of the sum of three thousand and no/100 Dollars according to the terms of a certain note this day executed and delivered by the said J. E. Daniels to the said part of 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 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 part of of the second part, his 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 part of making such sale, on demand, to said J. E. Daniels 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 J. E. Daniels (SEAL.)  
Luella O. Daniels (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 4th day of May A. D. 1922, before me, C. C. Stewart a Notary Public in and for said County and State, came J. E. Daniels and Luella O. Daniels, husband and wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(R.P.) 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 July 5 1921 C. C. Stewart Notary Public.

Filed for Record the 5 day of May A. D. 1922, at 10:00 o'clock P.M.  
Edw. Northrup Register of Deeds  
Ferns Flora Deputy.