

MORTGAGE RECORD NO. 58

This Indenture, Made this 8th day of May in the year of our Lord nineteen hundred and twenty between Early Carder and Maude H. Carder, wife of Douglas and State of Kansas, of the first part, and J. E. Hutt of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Two Thousand Seven Hundred Twenty Eight and 9/100 (\$2728.90) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he re sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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: Beginning at the North-east corner of Lot Number 12 of Block 4 of Babcock's Addition, City of Lawrence, Kansas, thence North 60 feet, along the West line of Tennessee Street, thence West 102 feet, thence South 17.2 feet, thence West 33.5 feet, thence South 42.8 feet, thence East 135.5 feet to point of beginning

with all the appurtenances, and all the estate, title and interest of the said part is 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 \$2728.90 Dollars according to the terms of seven certain notes this day executed and delivered by the said Early Carder and Maude H. Carder, his wife to the said part of of the second part said notes payable at National National Bank, Lawrence Kansas, falling due respectively on June 1, 1921, June 1, 1922, June 1, 1923, June 1, 1924, June 1, 1925, June 1, 1926, June 1, 1927 and this conveyances 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 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 parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Early Carder (SEAL)  
Maude H. Carder (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of May A. D. 1920, before me, Leta F. Kennedy a Notary Public in and for said County and State, came Early Carder and Maude H. Carder, 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 Jan 14 1923 Leta F. Kennedy Notary Public.

Filed for Record the 24 day of May A. D. 1920 at 3:05 o'clock P. M. Estelle J. Orthrup Register of Deeds Deputy.