

MORTGAGE RECORD NO. 58

This Indenture, Made this 4th day of May in the year of our Lord nineteen hundred twenty between Elizabeth E. Sherwood and Edwin O. Sherwood, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and William H. Trimble of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of Six hundred and 00/100 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 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 number one (1), Block twelve (12), University Place, an Addition to the City of Lawrence, Kansas situated and known as eighteen hundred four (1801) Indiana Street in the City of Lawrence, County of Douglas, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Elizabeth E. Sherwood & Edwin O. Sherwood, her husband 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 except a mortgage for fifteen hundred (\$1500.00) dollars given to the Farmers Life Savings Bank, Lawrence, Kans., dated Feb. 1, 1919 to run three years. This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred (\$6000) Dollars according to the terms of Six certain notes this day executed and delivered by the said Elizabeth E. Sherwood & Edwin O. Sherwood, her husband to the said part of of the second part William H. Trimble

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 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 part of making such sale, on demand, to said Elizabeth E. Sherwood & Edwin O. Sherwood, her husband heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Elizabeth E. Sherwood (SEAL.)
Edwin O. Sherwood (SEAL.)

STATE OF KANSAS

Douglas County ss.
BE IT REMEMBERED, That on this 4th day of May A. D. 1920 before me, W. E. Craig Kennedy a Notary Public in and for said County and State, came Elizabeth E. Sherwood & Edwin O. Sherwood (P.S.) 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 Aug. 11th 1923 W. E. Craig Kennedy Notary Public.

Filed for Record the 5th day of June A. D. 1920 at 8:30 o'clock A. M.
Estelle Northrup Register of Deeds 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 twentieth day of August A. D. 1922.

W. H. Trimble
Lawrence City, Kansas

Recorded Aug. 31, 1922
Estelle Northrup
Register of Deeds