

MORTGAGE RECORD NO. 58

This Indenture, Made this 1st day of May in the year of our Lord nineteen hundred twenty (1920) between Eva V. Russell, an unmarried woman of Douglas in the County of Douglas and State of Kansas, of the first part, and Charles McLeary of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Three thousand & no/100 (\$3000.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have she sold, and by these presents do she grant, bargain, sell and mortgage to the said part 2d 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:

Lot Number Seventeen (17) on Rhode Island Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said party of the first part do she hereby covenant and agree that at the delivery hereof she 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 (\$3000.00) Dollars according to the terms of 12 certain notes this day executed Delaware and delivered by the said Eva V. Russell, for \$250.00 each to the said part 2d 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 2d 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 sales, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said party of the first part, her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have her hereunto set her hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

Eva V. Russell (SEAL)

(SEAL) (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 11th day of June A. D. 1920, before me, Frank E. Bankel a Notary Public in and for said County and State, came Eva V. Russell, an unmarried woman

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 Nov 8 1922. Frank E. Bankel Notary Public.

Filed for Record the 12 day of June A. D. 1920, at 2:35 o'clock P.M.

Estelle T. Michrup Register of Deeds

Ernest Elora Deputy.