

MORTGAGE RECORD NO. 58

401

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 is hereby
 As witness my hand this 26th day of June A. D. 1920
John A. Hoffmann
 Register of Deeds

Recorded July 21st 1920
John A. Hoffmann
 Register of Deeds

This Indenture, Made this 26th day of June in the year of our Lord
nineteen hundred and twenty between Sam H. King and Mary
King, his wife, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Alexander Hoffmann of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Four hundred
to them duly paid, the receipt of which is hereby acknowledged, have so sold, and by these presents do grant, bargain,
sell and mortgage to the said party 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 Forty-two (42) and Forty three (43), in Simpson's
Sub-division, in that part of the City of Lawrence formerly known
as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Four hundred Dollars
 according to the terms of one certain note this day executed
 and delivered by the said parties of the first part having even date to the said part ies of the second part
with 6% interest thereon until paid, payable annually and 10% after
maturity.

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, 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 party making such sale, on demand, to said parties of the first part
their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Sam H. King (SEAL)
Mary King (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County } ss.
 BE IT REMEMBERED, That on this 26 day of June A. D. 1920, before me,
the undersigned a Notary Public in and for said County and State, came
Sam H. King and Mary King, 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 September 15th 1922 E. J. Hilkey Notary Public.
 Filed for Record the 28 day of June A. D. 1920, at 2:00 o'clock P.M.
Esther Borchardt Register of Deeds
Ferns Elora Deputy.

PEOPLES STATE BANK