

MORTGAGE RECORD NO. 58

This Indenture, Made this First day of July in the year of our Lord nineteen hundred and twenty between Leonard C. Delph and Hulda C. Delph, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Andrew Langenderfer of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of six hundred and fifty 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:
The South Three-fifths (3/5) of lot number Thirty (30) on Ohio Street, in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company approved of by this mortgage with mortgage clause attached making loss payable to said mortgagee or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

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 owner s of the premises, above granted, and seized of a good and inalienable 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 Six hundred and fifty Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of of the second part payable two years after date with interest thereon according to the terms of said note and coupons thereto attached. and this conveyance 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 parties 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 have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Pratt

Leonard C. Delph (SEAL)
Hulda C. Delph (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1922, before me, Jennie Pratt a Notary Public in and for said County and State, came Leonard C. Delph and Hulda C. Delph, his wife, to me personally known to be the same person s who executed the foregoing instrument, and duly acknowledged the execution of the same.

(28)

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 30th March 1924

Filed for Record the 2 day of July A. D. 1922, at 10⁰⁵ o'clock A. M.

Estelle Norchump Register of Deeds
Ferne Flora Deputy.

Recorded Jan 21 1924
 Estelle Norchump
 Register of Deeds
 The following is endorsed on the original instrument:
 This mortgage is hereby acknowledged as having been paid in full, this mortgage is hereby discharged, and the lien thereby created is hereby discharged.
 Andrew Langenderfer
 1921

The following is endorsed on the original instrument:
 This mortgage is hereby acknowledged as having been paid in full, this mortgage is hereby discharged, and the lien thereby created is hereby discharged.
 1923
 Recorded Aug 28 1923