

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:
 The same herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discharged.

As witness my hand this 3 day of March A. D. 1926.

Ella M. Yager

Attest:

Recorded March 4 1926

Seal E. Williams
 Register of Deeds

This Indenture, Made this Twelfth day of August in the year of our Lord nineteen hundred and twenty between Carl Cracker and Jennie Cracker, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ella M. Yager of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Thirteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have her sold, and by these presents do 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 fifty-four (54) on New Jersey Street in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable values, in a company or companies approved of by these mortgagors, with mortgage clause attached making dues payable to said mortgage, or assignee 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 1st of the first part therein. And the said parties of the first part do herby 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 Thirteen Hundred 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 2d of the second part Payable five 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 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 parties of the first part

their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Cratt

Carl Cracker

Jennie P. Cracker

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 13 day of August A. D. 1926, before me,

Jennie Cratt

Carl Cracker and Jennie P. Cracker, 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 30 March 1926

Jennie Cratt

Notary Public.

Filed for Record the 13 day of August A. D. 1926, at 2 o'clock P.M.

Estelle D. Dicks

Register of Deeds

Ella M. Yager

Deputy.