

This Indenture, Made this 30th day of July in the year of our Lord nineteen hundred twenty (1920), between D. Collins and Edith Collins his wife of Doughlas in the County of Haskell and State of Kansas, of the first part, and H. J. Ruthe and Lulu B. Ruthe of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five thousand four hundred + no/100 (\$5400.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part their 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:

South Half (2) of Lot Number Five (5) and a North Half (2) of Lot Number Six (6) all in Block Number Twenty-eight (28) in Quivira Place, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said part 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 Fifty four hundred Dollars according to the terms of 18 certain notes and delivered by the said D. Collins and Edith D. Collins his wife to the said parties of the second part for \$500.00 each

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

IN WITNESS WHEREOF, The said part 111 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

STATE OF KANSAS,

BE IT REMEMBERED, That on this 7th day of Aug A. D. 1922, before me,
Harry E. Grogan a Notary Public in and for said County and State, came
A. Fredrick and Ethel A. Grogan, 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

My Commission Expires Mar 29 1955 H. A. McLean

Filed for Record the 27 day of Aug, A. D. 1920, at 9⁵⁵ o'clock A. M.
Estlin Northrup Register of Deeds
Harold Elmer Deputy

The following is entered on the original instrument

The same heretofore received by me was paid in full, this mortgage to heretofore released and on that day was discharged. As witness my hand this 25th day of August... A.D. 1892 and 921

Recorded Aug 23, 1921,
Estelle L. Peddicord
Register of Deeds

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.

Recorded April 4 1925