

MORTGAGE RECORD NO. 58

This Indenture, Made this 24th day of August in the year of our Lord
nineteen hundred twenty between Earl McClurey + Myrtle
McClurey (his wife) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Thomas Blankenship of the second part:

WITNESSETH That the said Earl of the first part, in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have re sold, and by these presents do re grant, bargain, sell and mortgage to the said part y 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: Begin at a point (45) forty five feet west + 87 1/2 feet eighty nine + 1/2 feet North of the South West corner of lot (43) forty three of Block One (1) of Belmont Addition, then West (130) one hundred thirty feet, thence North (40) forty feet, thence East (130) One hundred thirty feet, thence South (40) forty feet to place of beginning. All in Section 32 Township 12, Range 20.

with all the appurtenances, and all the estate, title and interest of the said part Earl of the first part therein. And the said Earl McClurey wife do re hereby covenant and agree that at the delivery hereof they 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 Four Hundred dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part y of the second part due 3 yrs. after the date with interest at 6% interest payable semi-annually

and this conveyances 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 us 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 part y making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Earl McClurey (SEAL)
Myrtle McClurey (SEAL)
Thomas Blankenship (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 24 day of August A. D. 1920, before me,

Thomas Harley a Notary Public in and for said County and State, came
Earl McClurey + Myrtle McClurey, his wife,
(L.S.) 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 Sept 19 1922 Thomas Harley Notary Public.

Filed for Record the 25th day of Aug A. D. 1920 at 11:25 o'clock A.M.
Estelle Northrup Register of Deeds
Deputy.

This mortgage is subject to the original instrument and the original instrument is hereby acknowledged. As witness my hand this 24th day of August, A. D. 1920.

Recorded June 26th 1922

Estelle Northrup, Deputy

PEOPLE'S STATE BANK