

## MORTGAGE RECORD NO. 58

This Indenture, Made this Fifteenth day of September in the year of our Lord nineteen hundred and Twenty between Amel Pacewark and Minnie Pacewark, his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and

James R. Carpenter of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of

One Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 North Twenty (20) acres of the East Sixty (60) acres of the South West Quarter (1/4) of Section Twenty seven (27) in Township Twelve (12) of Range Nineteen (19) in said County and State.

The mortgagee agree to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company approved of by this mortgagee with mortgage clause attached making loan 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 parties 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 indefensible 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

One Thousand 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 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 part 2d 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 part 2d making such sale, on demand, to said parties of the first part,

their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part has hereunto set their hand, and seal of

the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Shett Amel Pacewark (SEAL)

Minnie Pacewark (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of Sept A. D. 1922 before me,

Jennie Shett a Notary Public in and for said County and State, came

Amel Pacewark and Minnie Pacewark

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<sup>th</sup> March 1924 Jennie Shett Notary Public.

Filed for Record the 15 day of Sept A. D. 1922, at 11<sup>30</sup> o'clock 9 M.

Estelle Northrup Register of Deeds

Ferne Flora Deputy.

The instrument is indexed on the official instrument.

Mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 22<sup>nd</sup> day of September A. D. 1922

attest: Robert Bradley

Myrdal Blair

Recorded Jan. 27 1922

Estelle Northrup

Register of Deeds

For assignment see Book 62 Page 270

The foregoing is correct as the original instrument. This mortgage described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 22<sup>nd</sup> day of September A. D. 1922

Recorded Sept 19 1924