

MORTGAGE RECORD NO. 58

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This Indenture, Made this 13th day of September in the year of our Lord nineteen hundred and twenty between Charles A. McCalmon (single) of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One hundred fifty and no DOLLARS, to him 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 party of the second part its successors 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 One (1) Block Fifteen (15) in Lane Place addition to city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 One hundred Fifty and no Dollars according to the terms of a certain note this day executed and delivered by the said party of the first part to the said party of the second part

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 party of the second part, its successors, 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Charles A. McCalmon (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.
BE IT REMEMBERED, That on this 13 day of Sept A. D. 1922, before me,

Geo. H. Ruchne a Notary Public in and for said County and State, came Charles A. McCalmon, single

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 Jan 25 1922

Geo. H. Ruchne Notary Public.

Filed for Record the 15 day of Sept A. D. 1922, at 4:30 o'clock P.M.

Estelle Wochrup Register of Deeds
Ferne Flora Deputy.

This Indenture is intended to be a mortgage and not a deed, and the same shall be void if such payments be made as herein specified.

Recorded Sept 19 1922

Fertile Nebraska

Register of Deeds
Jesse Flora, Dep.

The Lawrence National Bank

By Geo. H. Ruchne, Notary

(Contd.)

Jesse Flora, Dep.

PEOPLES STATE BANK