

# MORTGAGE RECORD NO. 58

This Indenture, Made this 10th day of September in the year of our Lord nineteen hundred twenty between Eli Taylor and Lulu May Taylor, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Jesse D. Kennard, Lawrence, Adams of the second part:

WITNESSETH That the said Jesse D. Kennard, Lawrence, Adams of the first part, in consideration of the sum of Twenty two hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 East Ninety One (91) feet of Lot Number One hundred forty six (146) Kentucky Street less a strip of land five feet wide off the south side of the said East Ninety one (91) feet of Lot number One hundred forty six (146) Kentucky Street in the 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 Eli Taylor and Lulu May Taylor, husband and wife do hereby covenant and agree that at the delivery hereof they are 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 Twenty two hundred Dollars according to the terms of one certain note this day executed and delivered by the said Eli Taylor and Lulu May Taylor, husband and wife to the said party of the second part once before three years after date at 7 per cent interest payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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, 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 sale, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to said Eli Taylor and Lulu May Taylor husband and wife heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Eli Taylor (SEAL)  
Lulu May Taylor (SEAL)

STATE OF KANSAS,

Douglas County ss.  
BE IT REMEMBERED, That on this 13th day of Sept A. D. 1920, before me, W. J. Rice a Notary Public in and for said County and State, came Eli Taylor and Lulu May Taylor, husband and 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 Aug 9th 1924 W. J. Rice Notary Public.

Filed for Record the 18 day of Sept A. D. 1920, at 4:10 o'clock P.M.  
Estelle T. Forehrup Register of Deeds  
Ferno Flora Deputy.

This mortgage is not a lien on the land described herein, but is a lien on the money loaned to the mortgagor. As witness my hand this 10th day of September, A. D. 1920.

Recorded Sept 7 1921  
Estelle T. Forehrup  
Register of Deeds  
Ferno Flora, Dep.

PEOPLES STATE BANK