

MORTGAGE RECORD NO. 58

This Indenture, Made this 17th day of September in the year of our Lord nineteen hundred and twenty between F. P. Hartman and Louisa Hartman, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty eight 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 parties of the second part its successors, 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: Lot Number Ninety five (95) on Kentucky Street City of Lawrence.

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 that the same is 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 Twenty eight hundred Dollars to the terms of two certain notes this day executed and delivered by the said parties of the first part to the said parties of the second part.

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 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 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 parties of the first part have hereunto set their hands and seals the day and date first above written.

Witness my hand and Delivered in the presence of F. P. Hartman (SEAL) Louisa Hartman (SEAL)

STATE OF KANSAS, County of Douglas ss.

REMEMBERED, That on this 17 day of Sept A. D. 1920, before me, Geo. H. Ruhne a Notary Public in and for said County and State, came F. P. Hartman and Louisa Hartman, his wife

to me personally known to be the same persons 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

Commission Expires Jan 25 1922 Geo. H. Ruhne Notary Public.

Recorded for and the 21 day of Sept A. D. 1920, at 9:00 o'clock A.M. Edwin W. Harkness Register of Deeds Ferne Lina Deputy.

State of Kansas, County of Douglas, ss. I, Geo. H. Ruhne, Notary Public in and for said County and State, do hereby certify that the foregoing instrument was duly acknowledged before me on the day and date therein expressed, and that the same is a true and correct copy of the original instrument as the same appears from the records of my office.

Filed for record the 21st day of September 1920 at 9:00 o'clock A.M. in Book 142 of Mortgages, page 142.

Geo. H. Ruhne, Notary Public.

(Seal)

This mortgage is intended to be a mortgage to secure the payment of the sum of Twenty eight hundred Dollars to the terms of two certain notes this day executed and delivered by the said parties of the first part to the said parties of the second part.

Filed for record the 21st day of September 1920 at 9:00 o'clock A.M. in Book 142 of Mortgages, page 142.

Geo. H. Ruhne, Notary Public.

(Seal)