

MORTGAGE RECORD NO. 58

This Indenture, Made this 27th day of September in the year of our Lord nineteen hundred and twenty between Ludivica Beyer, Ernst A. Beyer, her husband, and Margaret C. Brocker, J. F. C. Brocker, her husband of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and Barbara J. McIntosh of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of Eight hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we grant, bargain, sell and mortgage to the said part you of the second part her 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: lots numbered Eighty-one, (81), Eighty-two, (82), Eighty-three, (83), and Eighty-four, (84) in Walnut Park, a Subdivision of a portion of Addition number Three (3) in that part of the City of Lawrence known as West Lawrence. 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 loss 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 part us 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 owner s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save and except a mortgage of \$300 dated 8th June 1917, made by Octavia M. Moore to Hugh Blair, & this mortgage is made subject thereto. This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred 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 you of the second part payable on or before 1st September 1921 to order of party of second part with interest according to terms of said note 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 you of the second part, her 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 you making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Thatt

Ludivica Beyer

Ernst A. Beyer

Margaret C. Brocker

J. F. C. Brocker

STATE OF KANSAS,

Douglas

} ss.

BE IT REMEMBERED, That on this 27th day of Sept A. D. 19 20 before me,

Jennie Thatt

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

Ludivica Beyer, Ernst A. Beyer, her husband & Margaret C. Brocker & J. F. C. Brocker her husband 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 30th March 1924

Jennie Thatt

Notary Public.

Filed for Record the 29 day of Sept A. D. 19 20 at 9:30 o'clock a M.

Estelle Northrup

Register of Deeds

Deputy.

Barbara J. McIntosh
Recorded 77th 7th 1921
Estelle Northrup
Register of Deeds

This mortgage is subject to the original instrument 3
The mortgage herein described having been paid in full, this mortgage is hereby released and the
lien thereon is hereby discharged. As witness my hand this 27th day of September, 1921.