

MORTGAGE RECORD NO. 58

This Indenture, Made this Fifth day of October in the year of our Lord nineteen hundred twenty (1920), between Anna S. F. Rice, a widow, in the County of Douglas and State of Kansas, of the first part, and Albert J. Hatfield of the second part:

WITNESSETH That the said part 1 of the first part, in consideration of the sum of Three Thousand (\$3,000.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part 2 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: Lot Number Eight (8), Block Number Sixteen (16), Lane Place Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said party of the first part do we hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises, above granted, and seized of 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 Three Thousand Dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part 2 of the second part said note being payable on or before Ninety (90) days from the date thereof, and bearing interest at the rate of seven per cent. (7%) per annum 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 2 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 2 making such sale, on demand, to said party of the first part her heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Anna S. F. Rice (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of October A. D. 1920, before me, Raymond F. Rice a Notary Public in and for said County and State, came Anna S. F. Rice, a widow,

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 January 26 1921

Raymond F. Rice Notary Public.

Filed for Record the 5 day of Oct A. D. 1920, at 4:10 o'clock P.M.
Estelle Northrup Register of Deeds
Fernu Flora Deputy.

The following is endorsed on the original instrument.
 This mortgage is hereby released and the
 same hereby created discharged. As witness my hand this 5th day of January, A. D. 1921
Albert J. Hatfield
Estelle Northrup
 Recorded Jan 15th 1921
Raymond F. Rice