

MORTGAGE RECORD NO. 58

This Indenture, Made this 15th day of October in the year of our Lord nineteen hundred & twenty between Farinda Lambkin and Max Lambkin, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

WITNESSETH That the said party of the first part, in consideration of the sum of Two hundred twenty five 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 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: Lots Numbers Three (3) and ten (10) Block Thirty Two (32) Geneva Place, 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 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 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 Two hundred twenty five Dollars according to the terms of a certain note this day executed and delivered by the said parties 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, 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 making such sale, on demand, to said parties of the first their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Farinda Lambkin (SEAL) Max Lambkin (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 15th day of October A. D. 1920, before me, D. C. Acher, a Notary Public in and for said County and State, came Farinda Lambkin and Max Lambkin,

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 March 22 1924 D. C. Acher Notary Public

Filed for Record the 18 day of Oct A. D. 1920, at 3:00 o'clock P.M. Edell Northrup Register of Deeds Ernie Florn Deputy.

Recorded April 15 1922 Edell Northrup Register of Deeds Ernie Florn Deputy

Provisionally returned to the undersigned... This note herein described... A. D. 1922

PROVIDENT STATE BANK