

MORTGAGE RECORD NO. 58

This Indenture, Made this 27th day of August in the year of our Lord nineteen hundred and twenty, between Eugene Harris and Ellen Marie Harris his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and P. A. Dinwiddie of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of

Six Hundred (\$600.00) 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:

Beginning at a point thirty five (35) feet south of the North East corner of lot No one hundred seventeen (117) on New York Street; thence South thirty (30) feet; thence west fifty seven (57) feet; thence due north sixty five (65) feet; thence East seventeen (17) feet; thence South thirty (30) feet thence East fifty (50) feet to the point of beginning being part of Lots (117) and (119) on New York Street in the 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 Eugene Harris and Ellen Marie Harris 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 Six hundred (\$600.00) Dollars according to the terms of one certain note this day executed and delivered by the said Eugene Harris and Ellen Marie Harris to the said party of the second part payable on or before four years with interest at six per cent 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 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 sale 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 party making such sale, on demand, to said Eugene Harris his heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Eugene Harris (SEAL)
Ellen Marie Harris (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 10th day of August A. D. 1922, before me, F. B. Whipple a Notary Public in and for said County and State, came Eugene Harris and Ellen Marie Harris 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 Jan 27 1923

F. B. Whipple Notary Public.

Filed for Record the 28 day of Oct A. D. 1922, at 940 o'clock 9 A.M.
Estelle Northrup Register of Deeds
Ferne Flora Deputy.

The following is a summary of the contents of the foregoing instrument as the same appears from the original hereon filed for record in the office of the Register of Deeds of the County of Douglas, State of Kansas, on August 10, 1922.

Recorded July 27 1922 -
Estelle Northrup, Register of Deeds.

June 25 1922