

MORTGAGE RECORD NO. 58

This Indenture, Made this 30th day of October in the year of our Lord nineteen hundred and Twenty between James L. Butler and Alliea Butler his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Edward P. Green of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, sell and mortgage to the said part his 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 Eighty-six (86) on Connecticut Street, in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said part is of the first part
do hereby covenant and agree that at the delivery hereof they are 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 \$400.00 Exhuse.

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 y of the second part

Edward R Green

and these conveyances shall be void if no 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 th^t conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part^{ies} of the second part, these 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^{ies} making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha. 210 hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

STATE OF KANSAS.

BE IT REMEMBERED, That on this 30 day of October A. D. 1920, before me,
Myrtle W. Connell a Notary Public in and for said County and State, came
James L. Butler and Allegra Butler, his wife
(L.S.)

the same person A 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

My Commission Expires Jan. 23, 1923 Mary H. McConnell

Filed for Record the 30 day of Oct, A. D. 1924, at 11:35 o'clock a M.
Estelle Northrup Register of Deeds
 _____ Deputy.

The interest is evidenced on the original instrument.
 The same benefit described having been paid in full, this increase is
 unnecessary and should be discarded. As witness my hand this 24th day of March, A. D. 1921.
Wm. R. Masters
Edward R. Brown

Recorded Nov. 28 1921
Estelle Northrup

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby

Received May 4 1925