

MORTGAGE RECORD NO. 58

This Indenture, Made this 17 day of November in the year of our Lord nineteen hundred and twenty, between Thomas Lee and Hila Lee his wife of the City of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of Four Hundred 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 part y 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 thirteen (13) rods East of the center of the West line of the North west quarter of the Southwest quarter of Section 29, Township 12, Range 20, Thence West Seventy (70) rods; thence South Seventeen (17) rods; thence East Seven (7) rods; thence North Seventeen (17) rods to place of beginning, less the East three and a half (3 1/2) feet thereof, leaving a tract One hundred and twelve (112) feet East 1/4 West fronting on Elgin street, and Two hundred and eighty and a half (280 1/2) feet deep North and South, being in that part of the City of Lawrence formerly known as North Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning & windstorms to the extent of their insurable value, in a company or companies approved of by their mortgagee, with mortgage clause attached making loss payable to said mortgagee or assigns, as interest may appear and failing to do so holders 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 of the premises, above granted, and seized of a good and inalienable 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 Four 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 y of the second part Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached 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 y 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 y making such sale, on demand, to said party of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Thomas Lee (SEAL) Hila Lee (SEAL) Jennie Watt (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 17 day of Nov A. D. 1920, before me, Jennie Watt a Notary Public in and for said County and State, came Thomas Lee and Hila Lee, his wife (L.S.) 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 30<sup>th</sup> March 1924 Jennie Watt Notary Public.

Filed for Record the 18 day of Nov A. D. 1920, at 9:50 o'clock a. M. Estelle Northrup Register of Deeds Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
By May 27 1921 Jessie C. Weisman Registrar of Deeds  
Attest: May 27 1921 Jennie Watt