

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument.
This note herein described having been paid in full, this mortgage is hereby
released and the payee hereby notified of the same.

As witness my hand this 10 day of March A. D. 1923
Earl Marshall

Attest:

Recorded March 10 1923
Earl Marshall
Register of Deeds

This Indenture, Made this 15th day of November in the year of our Lord
nineteen hundred twenty between Earl & Bruner and Grace
S. Bruner, husband and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Robert M. Sutter and Earl
Marshall of Lawrence, Douglas County, Kansas, parties of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Eight hundred and no/100 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 parties of the second part their 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 Ninety-five (95) on New Hampshire Street, in the
city of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Earl & Bruner and Grace S. Bruner, husband and wife,
do hereby covenant and agree that at the delivery hereof that 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of
Eight hundred and no/100 Dollars
according to the terms of one certain note this day executed
and delivered by the said Earl & Bruner and Grace S. Bruner, husband and wife, to the said parties of the second part
Payable on or before three years from date with interest at 7%
payable semi-annually.

and this conveyance 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 parties of the second part, themselves 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 sale, and the overplus, if any there
be, shall be paid by the parties making such sale, on demand, to said Earl & Bruner and Grace S. Bruner,
husband and wife, their 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

Earl & Bruner (SEAL)
Grace S. Bruner, (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of November A. D. 1922, before me,
St. J. Rice a Notary Public in and for said County and State, came
Earl & Bruner and Grace S. Bruner, husband and
wife, 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 Aug 9th 1922

St. J. Rice Notary Public.

Filed for Record the 24th day of Nov A. D. 1922, at 5:20 o'clock P.M.

Estelle Northrup Register of Deeds
Ernest Flora Deputy.