

MORTGAGE RECORD NO. 58

This Indenture, Made this Sixth day of December in the year of our Lord nineteen hundred and twenty between George S. Smith and Mathilde S. Smith, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four hundred and fifty 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 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 numbers One hundred and twenty-three (123), One hundred and twenty-five (125) and One hundred and twenty-seven (127) on Mississippi street in the City of Lawrence, said County, and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and wind to the extent of their insurable value, in a company or companies approved of by this mortgage, with mortgage clause attached making loan payable to said mortgagee as interest may appear and failing to do so holder 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 parties 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 save and except a first mortgage for sum of Twelve hundred and fifty dollars

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty Dollars according to the terms of two certain notes this day executed

and delivered by the said parties of the first part to the said parties of the second part payable twelve months after date to order of parties of second part with interest semi-annually according to terms of said notes.

and this conveyances 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 parties 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 parties of the second part, making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Gennie Platt

George S. Smith (SEAL)

Mathilde S. Smith (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this Sixth day of December A. D. 1922, before me,

Gennie Platt

a Notary Public in and for said County and State, came

George S. Smith and Mathilde S. Smith, his wife

to me personally known to be the same persons 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 30th Mch 1924

Gennie Platt

Notary Public.

Filed for Record the 8 day of Dec A. D. 1922, at 9³⁰ o'clock A.M.

Estelle Northrup

Register of Deeds

Ferne Glau

Deputy.

The instrument is returned as the original instrument. My commission expires on the 30th day of March, 1924.

HUGH BLAIR

GEMMIE PLATT

Recorded Jan. 10th 1921
Estelle Northrup

Recorded Jan 23 1921