

MORTGAGE RECORD NO. 58

This Indenture, Made this 1st day of December in the year of our Lord nineteen hundred and twenty between H. C. McConnell and Elizabeth M. McConnell, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Chas. J. Simmons of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Seven thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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:

All of Lot four (4th) and the South Forty one (41) feet of Lot Forty-two (42) on New Hampshire Street Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Seven thousand and no/100 Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part 2d of the second part

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 part 2d 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 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

H. C. McConnell (SEAL)
Elizabeth M. McConnell (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 7 day of Dec A. D. 1922, before me,

E. C. Dubner a Notary Public in and for said County and State, came H. C. McConnell and Elizabeth M. McConnell his 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 Jan. 25 1922 E. C. Dubner Notary Public.

Filed for Record the 8 day of Dec A. D. 1922, at 11:55 o'clock A. M.
Estelle Northrup Register of Deeds
John Glavin Deputy.

The following is entered on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As witness my hand this second day of December A. D. 1922
Chas. J. Simmons
Attest:

Recorded December 2, 1922
Estelle Northrup Register of Deeds
John Glavin Deputy.

July 27-1925