

## MORTGAGE RECORD NO. 58

This Indenture, Made this 2nd day of October in the year of our Lord nineteen hundred twenty between Joseph D. Guber and his wife Nellie Guber of Douglas and State of Kansas, of the first part, and Grace Laster of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Thirteen Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part her 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 on the East line of Block No. Twenty Five (25) in that part of the City of Lawrence, known as West Lawrence, 150 feet North of the center of Elliott Street, thence due West to the West line of said Block 25, thence North on the West line of said Block 25, 150 feet, thence due East to the East line of said Block 25, thence South along the East line of said Block 25 to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Joseph D. Guber and his wife Nellie Guber 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 except one mortgage of \$1200.00 in favor of the Douglas County Building and Loan Association.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred and no/100 Dollars according to the terms of two certain notes this day executed and delivered by the said Joseph D. Guber and his wife Nellie Guber to the said part y of the second part one note of \$500.00 payable November 15, 1920, and one note of \$800.00 payable June 15, 1921.

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

IN WITNESS WHEREOF, The said part ies of the first part ha ve herunto set their hand & seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Joseph D. Guber (SEAL.)  
Nellie Guber (SEAL.)  
(SEAL.)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 2nd day of October A. D. 1920, before me, John C. Emick a Notary Public in and for said County and State, came Joseph D. Guber and his wife Nellie Guber (L.S.)

of 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 herunto subscribed my name and affixed my official seal on the day and year last above written

My Commission Expires January 13, 1924 John C. Emick Notary Public

Filed for Record the 20 day of Dec A. D. 1920 at 3:40 o'clock P. M.  
Opelle J. Porterup Register of Deeds  
Deputy.

The foregoing is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, Douglas County, Kansas, this 20th day of October, 1920.

Recorded Mo. 20 1920

Opelle J. Porterup  
Register of Deeds

PEOPLES STATE BANK