

## MORTGAGE RECORD NO. 58

This Indenture, Made this 4th day of January in the year of our Lord nineteen hundred twenty one between Mary S. Leonard, a widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wichita National Bank of the second part

WITNESSETH That the said part of \_\_\_\_\_ of the first part, in consideration of the sum of \_\_\_\_\_

Four Thousand DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain,  
sell and mortgage to the said party of the second part to successors 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 No Twenty Six (26) And the North Six inches of Lot No Twenty  
eight (28) Massachusetts Street City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 54 of the first part therein. And the said \_\_\_\_\_

Mary S. Leonard  
do hereby covenant and agree that at the delivery hereof she is 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 except a mortgage to George E. Hutton for Six Thousand Dollars.

This Grant is intended as a Mortgage to secure the payment of the sum of.....

Four Thousand Dollars  
according to the terms of a certain note this day executed  
and delivered by the said Mary S. Leonard to the said party 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 party of the second part, et successors 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 party making such sale, on demand, to said Mary L. Leonard heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has been hereunto set his hand and seal  
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Mary S. Learned (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS.

Douglas County } SS

BE IT REMEMBERED, That on this 5th day of January A. D. 1921, before me  
A. L. Dixon a Notary Public in and for said County and State, came  
Mary S. Leonard

the same person <sup>if writing</sup> 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 April 10 1923 A. J. Thirion

Filed for Record the 25 day of June, A. D. 1921, at 4<sup>50</sup> o'clock P.M.  
Estelle Norchump Register of Deeds  
Ernest Horn Deputy