

## 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  
Douglas and State of Kansas, of the first part, and  
National Bank of the second part:

WITNESSETH That the said party 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,  
 sell and mortgage to the said party of the second part its 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 party 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 indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage  
to George E. Hutson 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, its successors, 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 S. Leonard heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part, her hereunto set her hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

Mary S. Leonard (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. F. Tilton a Notary Public in and for said County and State, came  
Mary S. Leonard

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 April 10 1922 A. F. Tilton Notary Public.

Filed for Record the 5 day of Jan A. D. 1921, at 4<sup>50</sup> o'clock A.M.  
Estlin Dorchamp Register of Deeds  
Ferns L. Loran Deputy.

This instrument is acknowledged as the official instrument of the State of Kansas, and the same is hereby certified to be correct and true.

Recorded Mar 23 1922  
 Estlin Dorchamp  
 Register of Deeds  
 State of Kansas - Big

Shocking Mall Books  
 6 N. Archer, Arch.

(Copied)