

## MORTGAGE RECORD—59.

Reg. No. 1370  
Fee Paid \$1.50

This Indenture, Made this 1st day of May A. D. 1931 between  
E. W. Sellards and Winnie Sellards his wife

of Shawnee County, in the State of Kansas of the first part, and  
J. Edwin Benton and Bertha Benton, his wife  
of Shawnee County, in the State of Kansas of the second part;

Witnesseth, That said part ies of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS,  
Six Hundred

the receipt of which is hereby acknowledged, do \_\_\_\_\_ by these presents, grant, bargain, sell and convey unto said parties of the second part, their  
heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas,  
to wit:

Lot Two (2) in Block six (6) University Place an Addition  
to the City of Lawrence, Kansas.

Lot (18) Eighteen in Block Seven (7) University Place  
an Addition to the City of Lawrence Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said E. W. Sellards and Winnie Sellards, his wife  
has ie this day executed and delivered one certain promissory note \_\_\_\_\_ in writing to said parties of the second part, of which the following is a  
copy \$600.00 May 1st 1931

Six Months after date we promise to pay to the order of  
J. Edwin Benton and Bertha Benton his wife Six  
Hundred Dollars, Payable at \_\_\_\_\_ with interest  
at the rate of 8 per cent per annum from date until  
paid. Interest payable \_\_\_\_\_  
E. W. Sellards  
Winnie Sellards

Now, If said part ies of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money  
in the above described note \_\_\_\_\_ mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged  
and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,  
and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made  
due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part ies of the second part  
shall be entitled to the possession of said premises.

In Witness Whereof, The said part ies of the first part has ie hereunto set their hand \_\_\_\_\_ the day and year first above written.

Executed in the presence of

E. W. Sellards  
Winnie Sellards

STATE OF KANSAS,

Shawnee County, } ss.

Be it Remembered, That on this 1st day of May A. D. 1931 before me  
the undersigned \_\_\_\_\_ Notary Public in and for said County and State, came  
E. W. Sellards and Winnie Sellards his wife  
who are personally known to me to be the same persons \_\_\_\_\_ who executed the within instrument of writing, and such person s all  
duly acknowledged the execution of the same.

Legal Seal

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Term Expires April 5 1933

Recorded May 25, A.D. 1931 at 3:55 P.M.

Ray H. McEue.

Notary Public.

Edwin E. Armstrong  
Register of Deeds.

THIS FOLLOWING IS ENDORSED ON THE INSTRUMENT

1931  
Sept. 6  
Received of E. W. Sellards  
the sum of Six Hundred  
Dollars, in full  
satisfaction of the within Mortgage.

Recorded Sept. 6 1931

Edwin E. Armstrong  
Register of Deeds

Lucille Coleman, Deputy

The following is endorsed on the original instrument.