

## MORTGAGE RECORD NO. 60

Therese Loren described having been paid in full, this mortgage to herby released and the lien thereby was discharged. As witness my hand this 15th day of March A. D. 1912.

Recorded April 15 1933.

Richard Norichuck  
Register of Deeds

Fire Duck  
Dec.

This Indenture, Made this 1st day of September in the year of our Lord nineteen hundred Twenty (1922) between George Maddux and Matilla A Maddux husband and wife of Linn in the County of Linn and State of Kansas, of the first part, and Benjamin Eugene of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty Five hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party 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: the NW 1/4 of Sec 26 T. 26 N. R. 26 E.

The South Fifty (50) feet of Lots One (1) and Two (2) Block  
Twelve (12) Lane 23d addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said George Maddux and Matilda A. Maddux 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 a first mortgage of \$1500.00 given to Farmers State and Savings Bank of Lawrence, Kansas and that the said premises are not subject to payment of the sum of

This Grant is intended as a Mortgage to secure the payment of the sum of.....  
*Fifteen Hundred & Dollars*  
 according to the terms of *and* certain *promissory* this day executed.....  
 and delivered by the said *George Maddux and Matilda Maddux* to the said part..... of the second part

and this conveyances 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, his heirs, executors, administrators and assignor, 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 his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

George Maddux (SEAL)  
Matilda A Maddux (SEAL)  
(SEAL)

STATE OF

BE IT REMEMBERED, That on this 1st day of Sept A. D. 1958, before me, Geo. E. Hancock, a Notary Public in and for said County and State, came George M. Adair and Mildred M. Adair, his wife, to me personally known to be the same person <sup>standing</sup> who executed the foregoing instrument, and duly acknowledged execution of the same.

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

My Commission Expires.....July 19.....1922.....

Filed for Record the 15 day of Jan, A. D. 1924, at 10<sup>30</sup> o'clock A.M.  
Estelle Norcross Register of Deeds  
Lorne Floran Deputy.