

MORTGAGE RECORD NO. 60

This Indenture, Made this 26th day of January in the year of our Lord nineteen hundred and twenty one between Nate Peterson and Joe Peterson, his husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said part sic of the first part, in consideration of the sum of

Three Hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part its successors 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 numbered five (5) in addition number Eleven (11) in that part of the City of Lawrence, Kansas, known as North Lawrence, in the City of Lawrence, Kansas.

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

first parties do hereby covenant and agree that at the delivery hereof they are the lawful owner of of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances excepting a mortgage for \$800.00 to the Lawrence National Bank, Lawrence, Kansas.

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

Three Hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said first parties to the said part of of the second part

The Lawrence National Bank

and this conveyances 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 of of the second part sic successors 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 part of making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Nate Peterson (SEAL)

Joe Peterson (SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 26 day of Jan A. D. 1921, before me,

Geo. H. Fisher a Notary Public in and for said County and State, came

Nate Peterson and Joe Peterson his husband

to me personally known to be

the same person s 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 last above written.

My Commission Expires Jan 25 1922

Geo. H. Fisher

Notary Public.

Filed for Record the 15 day of July A. D. 1921, at 8:25 o'clock A.M.

Edw. L. Northrup Register of Deeds

Deputy.

This Indenture is subject to the official instrument. Thereafter herein described having been paid in full, this instrument is hereby acknowledged and the same is hereby released. As witness my hand this 27th day of Jan 1921.

Lawrence National Bank, By J. J. M. M. M. M. M. (Seal)

Recorded Jan 27 19 21
Edw. L. Northrup
Register of Deeds

For assignment see Book 62 Page 54

Recorded July 26 19 21
Edw. L. Northrup

This Indenture is subject to the official instrument. Thereafter herein described having been paid in full, this instrument is hereby acknowledged and the same is hereby released. As witness my hand this 27th day of Jan 1921.