

MORTGAGE RECORD NO. 60

27

The following is a true and correct copy of the original instrument
 released and the lien thereby created, which is
 At witness my hand this 28th day of August A. D. 1921
Jimmie Hatt
Notary Public
Recorded August 31 1921
Seal & Notary

This Indenture, Made this Twenty first day of February in the year of our Lord
one thousand and twenty one, between Lee Flory, a single man
of the City of Douglas and State of Kansas, of the first part, and
Jimmie E. Hatt of the second part:

WITNESSETH That the said part 1 of the first part, in consideration of the sum of

Eight Hundred DOLLARS,
 to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he grant, bargain,
 sell and mortgage to the said part 2 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: Lot numbers Five (5) and
Six (6) in Block number One (1) of Caranaga's Subdivision of
Block number Fifteen (15) in Blenck's Enlarged Addition
to the City of Lawrence, said County and State
The mortgagor agrees to keep the buildings on premises
insured against fire, lightning and windstorm to the extent
of their insurable value in a company or companies approved
by this mortgagee with mortgagee's consent attached making
loss payable to said mortgagee or assigns as interest may
appear, and failing to do so holder of Mortgage may have same
insured and the cost of so doing added to the Mortgage

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said
party of the first part hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Eight hundred Dollars
 according to the terms of note certain made this day executed
 and delivered by the said party of the first part to the said part 2 of the second part
payable three years after date with interest thereon according
to the terms of said note and coupons thereon attached
 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or inter-
 est 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 2 of the second part his 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
 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there
 be, shall be paid by the part 2 making such sale, on demand, to said party of the first part
his heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has his hereunto set his hand and seal.

Signed, Sealed and Delivered in the presence of

Jimmie Hatt

Lee Flory

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 21 day of February A. D. 1921, before me,
Jimmie Hatt a Notary Public in and for said County and State, came
Lee Flory, a single man

(L.S.)

to me personally known to be
 the same person 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 30 March 1924

Jimmie Hatt

Notary Public.

Filed for Record the 23rd day of Feb A. D. 1921 at 9:40 o'clock P.M.

Estell Northrup

Register of Deeds

Deputy.