

MORTGAGE RECORD NO. 60

This Indenture, Made this 26th day of February in the year of our Lord nineteen hundred and twenty one, between Edw. Shaw and Emma Shaw his wife of 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 parties of the first part, in consideration of the sum of \$ Three thousand 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 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: The Southwest quarter of the Northwest quarter and the North 100 acres of the Southwest quarter of Section 32 Township 12 Range 19.

with all the appurtenances, and all the estate, title and interest of the said party 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 the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, excepting first mortgage for \$ 7000.00 to Warsaw Mortgage Co.

This Grant is intended as a Mortgage to secure the payment of the sum of Three thousand Dollars according to the terms of certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank.

and these 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 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 first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Edw. Shaw (SEAL) Emma Shaw (SEAL)

STATE OF Kansas Douglas County ss.

BE IT REMEMBERED, That on this 11th day of March A. D. 1921, before me, Geo. J. Witzel a Notary Public in and for said County and State, came Edw. Shaw and Emma Shaw

(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 January 20 1924 Geo. J. Witzel Notary Public.

Filed for Record the 12th day of March A. D. 1921 at 7:50 o'clock A.M. Estelle Northrup Register of Deeds Deputy.

The following is a copy of the original instrument. The face herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 26th day of February A. D. 1921 Lawrence National Bank

Recorded September 6 1921 to the Trustee's Office E. A. Northrup