

MORTGAGE RECORD NO. 60

The following is a true and correct copy of the original instrument as recorded in the office of the County Clerk of Douglas County, Kansas, on the 24th day of April, 1924, at 10:22 a.m. The original instrument is on file in the office of the County Clerk of Douglas County, Kansas, and is subject to the provisions of the Act of March 22, 1909, Chapter 101, Laws of Kansas, and to the provisions of the Act of March 22, 1909, Chapter 101, Laws of Kansas, and to the provisions of the Act of March 22, 1909, Chapter 101, Laws of Kansas.

Recorded April 24 1924

John C. Ennick, Notary Public

James Buchanan, Dep.

This Indenture, Made this 14th day of March in the year of our Lord nineteen hundred and twenty one between R. H. Edmiston and his wife Hazel M. Edmiston of Douglas in the County of Douglas and State of Kansas, of the first part, and A. J. McCumethy of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty Four Hundred and no/100 DOLLARS, to him 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:

Lot No. Fifteen (15) in Block No. Five (5) in Range First Addition to City of Lawrence in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said R. H. Edmiston and his wife Hazel M. Edmiston 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Four Hundred and no/100 Dollars according to the terms of one certain contract note this day executed and delivered by the said R. H. Edmiston and his wife Hazel M. Edmiston to the said party of the second part his heirs and assigns said note being payable in monthly installments of \$25.00

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 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 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 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 parties of the first part, them heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of R. H. Edmiston (SEAL) Hazel M. Edmiston (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 22nd day of March A. D. 1921, before me, John C. Ennick a Notary Public in and for said County and State, came R. H. Edmiston and his wife Hazel M. Edmiston to me personally known to be

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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 13 1924 John C. Ennick Notary Public.

Filed for Record the 23 day of March A. D. 1921 at 1:50 o'clock P.M. Estelle M. Henshaw Register of Deeds James H. Henshaw Deputy.