

MORTGAGE RECORD NO. 60

This Indenture, Made this 9th day of April in the year of our Lord nineteen hundred and twenty one, between Asa R. Colman and Nellie E. Colman, his wife, in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said Asa R. Colman of the first part, in consideration of the sum of Twelve hundred and fifty 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 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: South half (1/2) of Southwest quarter (1/4) of Northeast fractional quarter (1/4) of Section 16 (16), Township 13 North, Range 26 West (19)

with all the appurtenances, and all the estate, title and interest of the said party Asa R. Colman of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Twelve hundred and fifty Dollars according to the terms of note certain note this day executed to the said party of the second part and delivered by the said first parties The Lawrence National Bank

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

IN WITNESS WHEREOF, The said party Asa R. Colman 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 Asa R. Colman (SEAL) Nellie E. Colman (SEAL)

STATE OF Kansas } ss. Douglas County }
BE IT REMEMBERED, That on this 9 day of April A. D. 1921, before me, Geo. H. Schubert a Notary Public in and for said County and State, came Asa R. Colman and Nellie E. Colman

Asa R. Colman and Nellie E. Colman to me personally known to be the same person Asa R. Colman 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. Geo. H. Schubert Notary Public.

My Commission Expires Jan. 1. 1922 Filed for Record the 11 day of April A. D. 1921 at 3:45 o'clock P.M. Esther M. Schubert Register of Deeds Irma Florin Deputy.

For Release, See Book B-64-240