

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.

This note herein described having been paid in full, the mortgage is hereby released and the lien thereby created is hereby released.

A witness my hand this 1st day of May, A.D. 1923

Attest:

Jennie Watt, of the County of Douglas, State of Kansas

Recorded May 16 1923

Jan 16 1924

By James M. Watt

This Indenture, Made this Ninth day of April in the year of our Lord one thousand & two hundred & twenty three, between Mary E. Miller and Gerrit L. Miller, her husband, of the City of Lawrence, Douglas and State of Kansas, of the first part, and James M. Watt of the second part:

WITNESSETH That the said part is 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 been sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part heirs 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 number twenty-nine (29) as well as Lot number twenty-seven (27) & the West Twenty-five (25) feet of Lot number one hundred and thirty-eight (138) in Block number thirty-two (32) in that part of the City of Lawrence, known as West Lawrence, said County and State.

The mortgagors agree to keep the buildings and premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company approved by this mortgage, with mortgage clauses 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 is of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner is 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 Three Hundred Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of the second part Payable this year after date with interest thereon according to the terms of said note and coupons thereto 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 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 the second part heirs 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 of making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Watt

Mary E. Miller (SEAL)

Gerrit L. Miller (SEAL)

(SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 1923, before me, Jennie Watt a Notary Public in and for said County and State, came Mary E. Miller & Gerrit L. Miller her husband

(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 30th March 1924

Jennie Watt

Notary Public.

Filed for Record the 12 day of April A. D. 1923 at 9:45 o'clock A. M.

Estelle Northrup

Register of Deeds

Deputy.

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A.D. 1923