

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is bargained.

Recorded Nov. 12 " 1925
Geo. C. McElwain
Register of Deeds

At witness my hand this 17th day of November, A. D. 1925
J. C. McElwain
Register of Deeds

Conveyed

This Indenture, Made this 30th day of October in the year of our Lord nineteen hundred and eighteen, between Robert A. Sphar and Minnie Sphar, husband and wife, of Lawrence, Kansas, of the first part, and Savings Bank, Lawrence, Kansas, of the second part:

WITNESSETH That the said part... of the first part, in consideration of the sum of Eight hundred and 75/100 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 part... of the second part... 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: Lots numbered thirty-five (35) and thirty-six (36) in Frazer's sub-division of Lots 6-7-8-9-10-11-12-13-14 and 15 in Addition numbered four (4) in that part of the City of Lawrence, formerly known as North Lawrence in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part... of the first part therein. And the said Robert A. Sphar and Minnie Sphar 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 Eight hundred and 75/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said... to the said part... of the second part.

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... 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 part... making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part... 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

Robert A. Sphar (SEAL)
Minnie Sphar (SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 30 day of October A. D. 1925, before me, Geo. L. Shuck, a Notary Public in and for said County and State, came Robert A. Sphar and Minnie Sphar, husband and wife, 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

Jan'y 19 1926

Notary Public.

Filed for Record the

15 day of April A. D. 1926

at 3:30 o'clock P. M.

Epithia Northrup, Register of Deeds
Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is bargained.
At witness my hand this 13 day of December, A. D. 1925

Recorded Dec. 15 " 1925
Geo. C. McElwain
Register of Deeds