

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 discharged.

A witness my hand this 28th day of October A.D. 1925

By J. C. Whipple - Cashier

(Comp Seal)

This Indenture, Made this twenty-first day of April in the year of our Lord 1925 between Arthur E. Russell and Myrtle B. Russell his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Estel M. Reynolds of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Two Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have here sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part their 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 Two, Block Nine (9), Lane Place, an addition to the city of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Arthur E. Russell and Myrtle B. Russell his wife hereby covenant and agree that at the delivery hereof they are the lawful owner of of the premises, above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand (\$2000.00) Dollars according to the terms of one certain note this day executed and delivered by the said Arthur E. Russell and Myrtle B. Russell to the said part of of the second part

and this 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 part of of the second part here 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 Arthur E. Russell and Myrtle B. Russell heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Arthur E. Russell (SEAL)
Myrtle B. Russell (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 21 day of April A. D. 1925, before me, Frank M. Holliday a Notary Public in and for said County and State, came Arthur E. Russell and Myrtle B. Russell his 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 January 21 1922

Frank M. Holliday
Notary Public.

Filed for Record the 22 day of April A. D. 1925 at 3:50 o'clock P.M.

Estel M. Reynolds Register of Deeds
Deputy.

Recorded Oct - 30 " 1925

Spal E. Wellman Jr
Register of Deeds

See Assignment Book B-166, Page 38