

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument.

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

As witness my hand this 4th day of March A.D. 1923

By Myself Notary Public Lawrence, Kansas

Attest:

(Carphel)

Recorded March 10 1923

Gar E. Wellman

Register of Deeds

For Assignment See Book 62 Page 510.

This Indenture, Made this 2nd day of May in the year of our Lord 1923 between Ed. Bruner and Grace S. Bruner his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and E. W. Millerdorff of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five Thousand (\$5000.00) 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 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 Number 21 North 13th (93) on New Hampshire Street, in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 \$5000.00 Dollars according to the terms of note certain note this day executed, and delivered by the said Ed. Bruner and Grace S. Bruner his wife to the said party of the second part for \$5000.00 principal and 7% interest from date of hereof to hereafter

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 party 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 party making such sale, on demand, to said parties of the first part, heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Ed. Bruner (SEAL)
Grace S. Bruner (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 2d day of May 1923 A. D. 1923, before me, Myrtle M. Berns a Notary Public in and for said County and State, came Ed. Bruner and Grace S. Bruner his wife to me personally known to be the same persons 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 23 1923 Myrtle M. Berns Notary Public.

Filed for Record the 5 day of May A. D. 1923 at 9:45 o'clock A.M.
Estel M. Harshbarger Register of Deeds
James Elard Deputy.