

# MORTGAGE RECORD NO. 60

79

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.  
 As witness my hand this 15th day of December 1922  
Lawrence National Bank  
 Attest: (Signature)

Recorded Dec 19 1922  
Ernest Putnam Duffer  
By - to Beadit, Dep.

This Indenture, Made this 2nd day of May in the year of our Lord  
thirteen hundred and twenty between F. V. Phillips and Bettie Phillips  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
The Lawrence National Bank of the second part:

## WITNESSETH

That the said parties of the first part, in consideration of the sum of  
Seven hundred 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 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:

North 10 acres of E 1/2 of NE 1/4 of Section 12 East 1/2 of Sec 11 Township  
North 10 acres of E 1/2 of NE 1/4 of Section 12 Township  
13 Range 19

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
first parties  
 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 excepting a mortgage  
to M. Coleman for \$2000

This Grant is intended as a Mortgage to secure the payment of the sum of  
Seven hundred Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said first parties to the said party of the second part  
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 inter-  
 est 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, 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 of the first part making such sale, on demand, to said first parties  
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

F. V. Phillips (SEAL)  
Bettie Phillips (SEAL)  
 (SEAL)

STATE OF Kansas

Douglas County

RE IT REMEMBERED, That on this 2nd day of May A. D. 1922, before me,  
Geo. J. Metzger Notary Public in and for said County and State, came  
F. V. Phillips + Bettie Phillips his wife

to me personally known to be  
 the same person who executed the foregoing instrument, and duly acknowledged execution of the same.

(P.S.)

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 20 1924 Geo. J. Metzger Notary Public.

Filed for Record the 5 day of May A. D. 1922 at 9:00 o'clock A. M.  
Ernest Putnam Duffer Register of Deeds  
James Elmer Deputy.