

MORTGAGE RECORD NO. 60

This Indenture, Made this Sixth day of May in the year of our Lord one thousand nine hundred and twenty-one, between J. A. McKittrick and Lula E. McKittrick, his wife, of the City of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Alice L. Todd of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of

One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain,

sell and mortgage to the said part y 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 Twenty-three (23) on East Cambridge Street, less the North Ten (10) feet thereof, in the City of Lawrence, said County and State

The mortgagor agree to keep the buildings on premises insured against fire, lightning and wind damage to the extent of at least \$1000. in a company approved of by this mortgagee, with mortgage clause 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 ies 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 s 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

One Thousand 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 y of the second part payable three years 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 ies of the second part their 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 ies making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the presence of

Hugh Blair

J. A. McKittrick (SEAL)

Lula E. McKittrick (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on the 6th day of May A. D. 1921, before me,

Hugh Blair a Notary Public in and for said County and State, came J. A. McKittrick and Lula E. McKittrick, 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 28 Dec 1921

Hugh Blair Notary Public.

Filed for Record the 7th day of May A. D. 1921 at 8:55 o'clock A.M.

Estelle Northrup Register of Deeds Deputy.

This instrument is not subject to the Uniformed Instrument Act. The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 6th day of May A. D. 1921.

Alice L. Todd

Notary Public

Recorded May 6 1922

J. A. McKittrick

Lula E. McKittrick