

MORTGAGE RECORD NO. 60

This Indenture, Made this 14th day of July in the year of our Lord
nineteen hundred and twenty one between E. E. Mitchell and his wife
Mary E. Mitchell of Linn in the County of
Douglas and State of Kansas, of the first part, and
George A. Hurstley of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Seven Hundred Fifty and no/100 DOLLARS, to them, duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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 No. Forty One (41) on New York Street in the City of Lawrence.

Also the following described personal property to wit: bed room
Crown Chair, 1 Dining Room Table, 1 Buffet, 1 Bench & dresser,
4 Beds, 1 Lavatory Bench, 3 Trunks, 1 Gas Range, 1 Oil Burner Cabinet,
1 Dining Table, 1 Ward Ration, etc.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. E. Mitchell and his wife, Mary E. Mitchell

do hereby covenant and agree that at the delivery hereof, there are the lawful owners of the premises, above granted

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 except certain mortgages of \$10000 in favor of the Douglas County Building and Loan Association of Lawrence, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Fifty and no/100 Dollars according to the terms of said certain note this day executed and delivered by the said E. E. Mitchell and Lucille Mary Mitchell to the said party 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 party of the second part, his 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, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has 24 hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

STATE OF Illinois } ss.
Douglas County
 BE IT REMEMBERED, That on this 14th day of July, A. D. 1921, before me

BE IT REMEMBERED, That on this 14th day of July A. D. 1924, before me
John C. Smith, a Notary Public in and for said County and State, came
L. E. Mitchell and his wife Mary E. Mitchell
_____ 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 13 1921 John G. Emick
Notary Public.

Filed for Record the 15 day of July, A. D. 1981, at 8:15 o'clock P.M.

..... *Esther M. Nichols* Register of Deeds
..... *Ernest J. Phelps* Deputy

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The following is ~~acknowledged~~ not the negated Indentment:

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

As witness my hand this _____ day of _____ A. D. 19____

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Recorded :

Register of Deaths

For Release See Book 64 Page 323