

MORTGAGE RECORD NO. 60

This Indenture, Made this 14th day of July in the year of our Lord one thousand two hundred and twenty one between L. E. Mitchell and his wife Mary F. Mitchell of Lawrence in the County of Douglas and State of Kansas, of the first part, and Elizabeth R. Guthrie of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of One Hundred Fifty and no/100 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 part second of the second part 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

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

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except two certain mortgages, a first mortgage of \$5000 in favor of the Douglas County Building & Loan Association and a second mortgage of \$7500 in favor of George Huntley. This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Fifty and no/100 Dollars

according to the terms of one certain note this day executed by and delivered by the said L. E. Mitchell and his wife Mary F. Mitchell to the said part second 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 second of the second part her 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 first making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

L. E. Mitchell (SEAL)
Mary F. Mitchell (SEAL)

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

John C. Emrick a Notary Public in and for said County and State, came L. E. Mitchell and his wife Mary F. Mitchell

(L.S.)

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 13 1924 John C. Emrick Notary Public.

Filed for Record the 18th day of July A. D. 1921 at 2:10 o'clock P. M.
Edith M. Northrup Register of Deeds
Deputy.

For Release, See Book 64 Page 323
For Assignment See Book 62 Page 215