

## MORTGAGE RECORD NO. 60

This instrument is indexed on the original instrument.  
 The same has been described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 22<sup>nd</sup> day of July, A. D. 1927.

Recorded Mar. 10 1928.

Edw. T. Pilling, Register of Deeds

James B. Buckner, Reg.

Edw. T. Pilling, Administrator  
 of the estate of Harriett O. Warfel, deceased

This Indenture, Made this 21<sup>st</sup> day of July in the year of our Lord nineteen hundred & twenty-one, between E. M. Warfel, single of Lawrence in the County of Douglas and State of Kansas, of the first part, and Edw. T. Pilling, as Administrator of the estate of Harriett O. Warfel, deceased of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of Five Thousand (\$5000.00) DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has se sold, and by these presents do grant, bargain,

sell and mortgage to the said part y 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:

The South one-half (1/2) of lot Number One hundred and one

(101) one Massachusetts Street, in the City of Lawrence, Douglas

County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

part y of the first part

do se hereby covenant and agree that at the delivery hereof he is 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

according to the terms of one certain note this day executed

and delivered by the said E. M. Warfel, single to the said part y of the second part

Edw. T. Pilling, administrator, drawing interest at six % per annum,

from date due in one year.

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 y 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 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 y making such sale, on demand, to said

heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has se hereunto set his hand and seal

the day and year first above written.

Signed, Sealed and Delivered in the presence of

E. M. Warfel (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
Douglas County } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of July A. D. 1921, before me,

Myrtle McCormick a Notary Public in and for said County and State, came

E. M. Warfel, single

(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 Jan. 23rd 1923 Myrtle McCormick Notary Public.

Filed for Record the 21<sup>st</sup> day of July A. D. 1921 at 2:00 o'clock P. M.

Estelle Withrup Register of Deeds

Deputy.

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 discharged.

Recorded Sept. 7 - 1927  
 J. A. Wellman