

MORTGAGE RECORD NO. 60

This Indenture, Made this 15th day of June in the year of our Lord one thousand and twenty one, between Robert Johnson and Clara A. Johnson, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. C. Ecker of the second part:

WITNESSETH That the said party 1st of the first part, in consideration of the sum of Seven hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 number Sixty-two (62) in New York street in the City of Lawrence, said County and State.

The mortgagor agrees to keep the building or premises insured against fire, lightning and wind storm to the extent of their insurable value, in a company or companies approved by the mortgagee or assignee, with mortgage clause attached making the bank the said mortgagee or assignee as interest may appear, and failing to do so, failure of mortgagee may have same insured and the loss by so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part 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, 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: Seven hundred and fifty Dollars

according to the terms of 2266 certain 2266 this day executed.

and delivered by the said parties of the first part to the said party of the second part

Payable first year 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 payments for 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 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 party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Moss (SEAL)

Blanca Johnson (SEAL)

(SEAL)

STATE OF Kansas } ss.
Douglas County }
 BE IT REMEMBERED, That on this 16th day of June A. D. 1901, before me

_____ to me personally known to
_____ ^{dwelling}
the same person^s 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 30 March 1924 Jennie Hett Notary Public.

My Commission Expires..... Notary Public.

Filed for Record the 29 day of July A. D. 1921, at 11³⁰ o'clock P.M.

Filed for Record the.....*2/1*.....*Estelle M. Hubert* Register of Deeds
Jessie H. Hare Deputy

*In consideration of full pay-
ment of the within mortgage I*

ATTTEST

The affiant is advised on the original instrument.

The note herein described having been

As witness my hand this 23rd day of May - A. D. 1911

Amesbury
12 - 1
Hammill 6000
Recorded Aug. 27 - 1926

Pick d