

MORTGAGE RECORD NO. 60

This Indenture, Made this 16th day of June in the year of our Lord 1914, between Carl Albaugh of Douglas and State of Kansas, of the first part, and Section 13 Menager of the second part:

WITNESSETH That the said party Carl Albaugh of the first part, in consideration of the sum of Thirty six & 50/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party Section 13 Menager 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: has undivided interest in and to lots numbers 145, 146 and 147 on Maple street Subdivisions of South West Block of Addition Thence to North Lawrence in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party Carl Albaugh of the first part therein. And the said Carl Albaugh does hereby covenant and agree that at the delivery hereof he is the lawful owner heirs of the premises, above granted, and seized of a good and indefensible 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 \$36.50 Dollars according to the terms of note certain note this day executed and delivered by the said Carl Albaugh to the said party Section 13 Menager of the second part and delivered in full.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 Section 13 Menager of the second part, heirs 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 Carl Albaugh making such sale, on demand, to said Section 13 Menager heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

STATE OF Kansas } ss. Douglas }
BE IT REMEMBERED, That on this 16th day of June A. D. 1914, before me, Section 13 Menager a Notary Public in and for said County and State, came Carl Albaugh (single name)

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 Sept 16 1920 Section 13 Menager Notary Public.

Filed for Record the 29 day of July A. D. 1914 at 3:05 o'clock P.M.

Section 13 Menager Register of Deeds
John E. Blane Deputy.

This note has been paid on the original instrument.
The note herein described having been paid in full, this mortgage is hereby returned and the lien thereby created discharged.
A - times my hand this 17th day of June A. D. 1914

Recorded May 2 1916
John E. Blane Register of Deeds