

MORTGAGE RECORD NO. 60

May 2 1926  
Recorded  
Jesse E. Steelman  
Register of Deeds  
May 2 1926  
A. D. 1926  
M. L. Bischoff  
Jennie Matt

This Indenture, Made this 26<sup>th</sup> day of July in the year of our Lord 1926, between Nellie Ellen Dick and Harry Dick, her husband of the City of Lawrence, Douglas County, State of Kansas, of the first part, and M. L. Bischoff of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five hundred 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 party 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 One hundred and five (105) on Indiana street in Block number thirty-nine (39) in the part of the City of Lawrence known as West Lawrence, in said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorm to the effect of their insurable value, in a company or companies approved by the mortgagee, or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of 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 therein. And the said parties of the first part 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 Five hundred Dollars according to the terms of said certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years after date with interest thereon according to the terms of said note and coupons thereon attached 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 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 sale, and the overplus, if any there be, shall be paid by the party of the first part parties of the first part making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Nellie Ellen Dick (SEAL) Harry Dick (SEAL) Jennie Matt (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 27<sup>th</sup> day of July A. D. 1926, before me, Jennie Matt a Notary Public in and for said County 2nd State, came Nellie Ellen Dick and Harry Dick, her husband 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 30<sup>th</sup> March 1927 Jennie Matt Notary Public.

Filed for Record the 30 day of July A. D. 1926 at 11<sup>35</sup> o'clock A.M. Esther Rose Haupt Register of Deeds Theresa Flora Deputy.