

MORTGAGE RECORD NO. 60

This Indenture, Made this 2nd day of August in the year of our Lord 1921, between Anna Hickerson and E.H. Hickerson her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles H. Stetzel of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One Thousand 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: The 200 (100) feet of Lot 10 (10) on Rhode Island Street in the City of Lawrence, Douglas County, Kansas.

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 do hereby covenant and agree that at the delivery hereof they 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 One Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable in one year after date with seven (7) percent per annum interest payable semi-annually 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 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 making such sale, on demand, to said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Anna Hickerson (SEAL)

E.H. Hickerson (SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of August A. D. 1921, before me, the undersigned a Notary Public in and for said County and State, came Anna Hickerson and E.H. Hickerson 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 Sept. 15th 1922

E.J. Hilkey Notary Public.

Filed for Record the 3 day of Aug A. D. 1921 at 142 o'clock P.M.

Esther Northrup Register of Deeds

Anna Hickerson Deputy.

This mortgage is intended to secure the payment of the sum of One Thousand Dollars to the said party of the second part, and the same is hereby acknowledged by the said parties of the first part.

Recorded Aug 15th 1922
Esther Northrup Register of Deeds

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created hereby released.

Recorded Aug 28 1921
Ellen E. Armstrong

For Assignment See Book 62 Page 178.