

MORTGAGE RECORD NO. 60

Reg # 2346
Fee \$2.50

This Indenture, Made this 3rd day of August in the year of our Lord one thousand two hundred twenty one, between Daisy Glover Mitchell and Edward Alexander Mitchell, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. J. Eddy of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Ten hundred fifty DOLLARS, to ies duly paid, the receipt of which is hereby acknowledged, ha ies sold, and by these presents do ies grant, bargain, sell and mortgage to the said part ies of the second part ies 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 2 in Maple Lawn, an addition adjoining the City of Lawrence, in the Northeast quarter of Section 6 Township 13 Range 20, ten acres and described as marginally Deed to E. J. Eddy from C. B. Sanford as Lot 2 in Maple Lawn an addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof ies are the lawful owner ies 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 Ten hundred fifty Dollars according to the terms of ies certain ies note ies this day executed, and delivered by the said first parties to the said part ies of the second part J. J. Eddy.

and this conveyances 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 ies of the second part ies 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 sales, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Daisy Glover Mitchell (SEAL)
Edward Alexander Mitchell (SEAL)
(SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 3 day of August A. D. 1921, before me, Geo. H. Kuhn a Notary Public in and for said County and State, came Daisy Glover Mitchell & Edward Alexander Mitchell, her husband to me personally known to be the same person ies 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 25 1922

Geo. H. Kuhn

Notary Public.

Filed for Record the 4th day of Aug A. D. 1921 at 2:05 o'clock P.M.

E. Estelle Northrup

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 is hereby released.

At witness my hand this 3rd day of August A. D. 1921
Edward Alexander Mitchell
Daisy Glover Mitchell

Alma C. Eddy

Recorded Aug 28 1921

Ellie E. Armstrong
Ellen H. Hays

For assignment see Book 62 Page 178.