

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby

released and the ten hereby created is hereby

As witness my hand this

Attest:

1923

Recorded March 12 1923

Notary Public

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This Indenture, Made this Third day of August in the year of our Lord one thousand nine hundred and twenty three between Edward B. Wise and Eric S. Wise his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of six hundred and fifty and no/100 \$650.00 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 the following described 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 seventy-three (73) in Delaware Addition to the city of Lawrence, and Lot number seventy-three (73) in Delaware Addition in Park Addition to the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Edward B. Wise and Eric S. Wise do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 six hundred and fifty and no/100 Dollars according to the terms of note certain note this day executed and delivered by the said Edward B. Wise and Eric S. Wise to the said party of the second part The Lawrence National Bank of Lawrence, Kansas.

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, its 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 party of the first part, on demand, to said Edward B. Wise and Eric S. Wise his wife their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Edward B. Wise (SEAL) Eric S. Wise (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 3rd day of August A. D. 1923, before me, Frank E. Banks a Notary Public in and for said County and State, came Edward B. Wise and Eric S. Wise his wife

to me personally known to be the same persons 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 November 8 1923 Frank E. Banks Notary Public.

Filed for Record the 6 day of August A. D. 1923 at 9:35 o'clock A.M. Estelle M. Mendenhall Register of Deeds James H. Mendenhall Deputy.