

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 lien thereby created is hereby discharged.

Recorded Jan 8 1924
Dan C. McElwain, Reg. 1

Register of Deeds

This Indenture, Made this 29th day of December in the year of our Lord nineteen hundred twenty (1920), between Charles S. Barker and Georgie Ella Barker, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Farmers State and Savings Bank of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Four Hundred and 25/100 (\$400.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part its 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 Thirty Six (136) Corner Sixth Street, in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Charles S. Barker and Georgie Ella Barker, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Four Hundred and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said Charles S. Barker and Georgie Ella Barker, his wife to the said part second of the second part

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 second 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 part first making such sale, on demand, to said Charles S. Barker and Georgie Ella Barker, his wife their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Charles Barker (SEAL) Georgie Ella Barker (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 29th day of December A. D. 1920, before me, J. B. Stevenson a Notary Public in and for said County and State, came Charles S. Barker and Georgie Ella Barker, his wife 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 Oct 18 1924 J. B. Stevenson Notary Public.

Filed for Record the 13th day of Aug A. D. 1921, at 11:40 o'clock P. M. Edith D. Thompson Register of Deeds

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 discharged. At witness my hand this 29th day of December 1920. Dan C. McElwain, Reg. 1

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