

MORTGAGE RECORD NO. 60

Recorded Mar. 23, 1923.  
Eastern Nebraska  
Register of Deeds  
Terre Beckwith, Dep.  
The following is contained on the original instrument:  
This mortgage is being recorded in full, this mortgage is hereby released and the last thereof is hereby acknowledged. At witness my hand this 23rd day of March, A. D. 1923.  
J. D. Hyman and Delphia A. Hyman his wife  
The Lawrence National Bank

This Indenture, Made this 17th day of August in the year of our Lord nineteen hundred and twenty three between J. D. Hyman and Delphia A. Hyman his wife of Douglas in the County of The Lawrence National Bank and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Sixteen hundred and no 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 part ies of the second part its successors 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: East one half (1/2) of North East Quarter (1/4) of Section 12 Township 13 Range 19

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner ies of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances excepting a mortgage of \$6000 to the Prudential Life Insurance Company.

This Grant is intended as a Mortgage to secure the payment of the sum of Sixteen hundred and no Dollars according to the terms of a note certain note this day executed and delivered by the said parties of the first part to the said part ies 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 ies of the second part its successors 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 sale 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 part ies making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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 J. D. Hyman (SEAL) Delphia A. Hyman (SEAL)

STATE OF Kansas } ss. Douglas County }

BE IT REMEMBERED, That on this 17 day of August A. D. 1923, before me, E. H. Hubert a Notary Public in and for said County and State, came J. D. Hyman and Delphia A. Hyman 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 Jan 25 1922 E. H. Hubert Notary Public.

Filed for Record the 17 day of August A. D. 1923 at 4:30 o'clock P.M. Estelle Northrup Register of Deeds Deputy.