

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the two hereby created of charge of.

As witness my hand this 27 day of Sept. A. D. 1922

Attest: J. F. Becklund E. W. Sellards

Recorded Sept 29th 1922

John F. Becklund

Register of Deeds

This Indenture, Made this Fifteenth day of July in the year of our Lord one thousand nine hundred twenty one between Mark Mohler and Beulah A. Mohler, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. W. Sellards of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two hundred fifty (\$250.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 North Forty (40) Feet of Lot Five (5) in Block Two (2) University Place, as 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 Parties of the first part 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 except a first mortgage of Two hundred fifty (\$250.00) Dollars to Lawrence Building & Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Fifty Dollars according to the terms of note certain promissory this day executed and delivered by the said Parties of the first part to the said part y 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 y 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 sales, and the overplus, if any there be, shall be paid by the part y 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 ha ve hereunto set their hand, and seal the day and year first above written

Signed, Sealed and Delivered in the presence of

Mark Mohler (SEAL)
Beulah A. Mohler (SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 8 day of Aug A. D. 19 21, before me, E. B. Horsford a Notary Public in and for said County and State, came Mark Mohler and Beulah A. Mohler, his wife to me personally known to be

the same person s 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 June 24 19 22 E. B. Horsford Notary Public.

Filed for Record the August 23 day of Aug A. D. 19 21 at 4:25 o'clock P.M.
Epitella Posthumus Register of Deeds
Deputy.