

MORTGAGE RECORD NO. 60

This Indenture, Made this 23rd day of August in the year of our Lord nineteen hundred and twenty one (1921) between D. Collins and Edith D. Collins, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

WITNESSETH That the said part all of the first part, in consideration of the sum of Three thousand and no/100 (\$3,000.00) 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 part 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: South Half (1/2) of Lot Number Five (5) and North Half (1/2) of Lot Number Six (6) all in Block Number Twenty Eight (28) in Quin's Place, an addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part all 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 owners 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 Three Thousand Dollars according to the terms of one certain note this day executed in and delivered by the said D. Collins and Edith D. Collins (hus and wife) to the said party of the second part

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 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 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 making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

D. Collins (SEAL)

Edith D. Collins (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of August A. D. 1921, before me, Geo. W. Kuhn a Notary Public in and for said County and State, came D. Collins and Edith D. Collins, his wife to me personally known to be the same person as who executed the foregoing writing and duly acknowledged execution of the same.

(28)

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. W. Kuhn

Notary Public.

Filed for Record the 23 day of Aug. A. D. 1921 at 4:00 o'clock P.M.

Esther M. Mott Register of Deeds
James L. Ladd Deputy.

When indexed by reference to the original instrument, the following is entered on the original instrument: The mortgage is hereby released and the lien thereby created is hereby released and the lien thereby created is hereby released.

By Lawrence J. Bell for Lawrence J. Bell

of Lawrence J. Bell

Recorded June 20 1922
Esther M. Mott Register of Deeds

The following is entered on the original instrument: The mortgage is hereby released and the lien thereby created is hereby released and the lien thereby created is hereby released.

Recorded June 20 1922