

MORTGAGE RECORD NO. 60

This Indenture, Made this 24th day of August in the year of our Lord nineteen hundred and twenty-one, between Charles C. Shimmone and Anna E. Shimmone his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One thousand and no/100 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 their 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:

All of lots number One hundred thirty-five (135) and One hundred thirty-seven (137) on Mississippi in Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles C. Shimmone and Anna E. Shimmone his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand and no/100 Dollars according to the terms of note certain note this day executed and delivered by the said Charles C. Shimmone and Anna E. Shimmone his wife to the said part ies of the second part payable six months after date with interest from date at the rate of six percent payable quarterly 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 part ies of the second part their 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 sale, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to said Charles C. Shimmone and Anna E. Shimmone 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

Charles C. Shimmone (SEAL)
Anna E. Shimmone (SEAL)
(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 24th day of August A. D. 1921, before me, A. F. McClanahan a Notary Public in and for said County and State, came Charles C. Shimmone and Anna E. Shimmone 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 April 30 1924 A. F. McClanahan Notary Public.

Filed for Record the 26 day of August A. D. 1921 at 8:20 o'clock P.M.
Estley Northrup Register of Deeds
James E. Egan Deputy.

This mortgage is hereby acknowledged and the same is duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 26th day of August, 1921.

Recorded September 1921

C. B. Holmes, Clerk of Deeds
C. F. McClanahan, Notary Public