

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument released and the lien thereby created in the County of Lawrence, Kansas, on this 5th day of February, A. D. 1923.

Recorded Feb. 5" 1923

Dea. C. Melles

Register of Deeds

Attest: D. C. B. Bynum

This Indenture, Made this first day of September in the year of our Lord one thousand nine hundred and twenty three, between Alice C. Martin a single woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and Laura Grasher of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Three Hundred Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 sixty-two (62) New Jersey Street, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alice C. Martin do she hereby covenant and agree that at the delivery hereof she is 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 Three Hundred Fifty Dollars according to the terms of one certain note this day executed and delivered by the said Alice C. Martin to the said party of the second part due in two years and payable monthly in installments of \$15.00 each beginning Oct. 1, 1921 until paid in full if paying more it will pay more and this conveyance 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 party of the second part, her 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 making such sale, on demand, to said Alice C. Martin her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Alice C. Martin (SEAL)

STATE OF Kansas } ss. Douglas County
BE IT REMEMBERED, That on this 1st day of September A. D. 1921, before me, Frank M. Holiday a Notary Public in and for said County and State, came Alice C. Martin

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 January 21 1922 Frank M. Holiday Notary Public.

Filed for Record the 1st day of Feb A. D. 1921 at 2:50 o'clock P.M. Estlin Warkaus Register of Deeds James H. Shaw Deputy.