

MORTGAGE RECORD NO. 60

This instrument is being recorded as a mortgage. The debt secured by this mortgage being duly paid on the 30th day of August 1923 by Ralph E. Carter.

RECORDED August 30 1923
L. C. McNamee
Register of Deeds

This Indenture, Made this 7th day of September in the year of our Lord one thousand nine hundred and twenty one between John P. Dyer and Dorothy L. Dyer his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ralph E. Carter of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One thousand two hundred (\$1200) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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 fifty (50) feet of Lot Number one (1) in Block number seven (7) in Babcock's Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John P. Dyer and Dorothy L. Dyer 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 except one certain mortgage to the Lawrence Building and Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars according to the terms of one certain written promissory note of twelve hundred dollars to the said parties of the second part and delivered by the said John P. Dyer and Dorothy L. Dyer to the said parties of the second part which writing provides for the payment of \$1200 with interest at 6% in monthly payments of \$20.00 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 parties 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 sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

John P. Dyer (SEAL)
Dorothy L. Dyer (SEAL)

STATE OF Kansas,
Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of September A. D. 1921, before me, John P. Dyer and Dorothy L. Dyer his wife a Notary Public in and for said County and State, came John P. Dyer and Dorothy L. Dyer his wife to me personally known to be the same person, who executed the foregoing instrument, standing and duly acknowledged execution of the same.

(R.S.) 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 Dec. 15 1921 D. Lewis Byers Notary Public.

Filed for Record the 8 day of Sept A. D. 1921 at 2:45 o'clock P.M.
Estlin Norchuck Register of Deeds
James E. ... Deputy.