

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.

As witness my hand this 20th day of Sept A. D. 1923

Guest: Jessie Watt

1923

Recorded Sept. 22

Register of Deeds

For assignment See Book 62 Page 192

This Indenture, Made this 17 day of September in the year of our Lord
nineteen hundred and twenty one, between Eliza Suedgrass, single,
and William Wilson of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Elmer Blair of the second part:

WITNESSETH That the said party Ed of the first part, in consideration of the sum of Two hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said party Ed 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:

One (1) in that part of territory of Lawrence known as North Lawrence in said County of said State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, and comply with all laws and orders of the mortgagee with respect to the buildings, and to pay to the mortgagee, or its assigns, all taxes and assessments levied or assessed on the buildings, and in failing to do so, holder of mortgage may have same included in the cost of repairs added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part of 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Two hundred and fifty Dollars
according to the terms of one certain note this day executed
and delivered by the said parties of the first part to the said parties of the second part
Payable ten years after date with interest thereon according to the
terms of said note and coupons thereto attached
and this conveyances 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, 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 sales, and the overplus, if any there be, shall be paid by the part 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jessica Abbott

Ellen Magrath (SEAL)

William Abbott (SEAL)

(SEAL)

STATE OF *Kansas* } ss.
Douglas County }

BE IT REMEMBERED, That on this 17th day of Sept. A. D. 1924, before me,
Jessie Short a Notary Public in and for said County and State, came
Eliza Snodgrass, single and William Wilson
to me personally known to be

the same person, who executed the foregoing ^{surety} instrument 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 30th March 1924 Jessie Scott
Notary Public

Filed for Record the 19 day of Sept A. D. 1921, at 1:57 o'clock P.M.

..... Esther Northrup Register of Deeds
..... James L. ... Deputy

..... **LEAD**