

MORTGAGE RECORD NO. 60

This Indenture, Made this 17th day of Sept in the year of our Lord 1921, between St. S. Maxwell, a single man, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

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

Lot number Six (6), in Addition number Five (5), in that part of the city of Lawrence known as North Lawrence, said County and State.

The mortgagor agrees to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company or companies approved of by the mortgagee, with mortgage clause attached making loss payable to said mortgagee, or assigns, as interest may appear, and failing to do so, holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part of him of the first part therein. And the said part of the first part doth hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a Mortgage to secure the payment of the sum of four hundred Dollars

according to the terms of one certain note this day executed and delivered by the said part of the first part to the said part of him of the second part payable three months after date with interest thereon according to the terms of said note and coupons thereto attached

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

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

Signed, Sealed and Delivered in the presence of

Jessie Platt St. S. Maxwell (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)

STATE OF Kansas

Douglas County } ss.
BE IT REMEMBERED, That on this 17th day of Sept A. D. 1921, before me, Jessie Platt a Notary Public in and for said County and State, came St. S. Maxwell, a single man

known 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 30th March 1924 Jessie Platt Notary Public.

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

Esther Northrup Register of Deeds
James Blair Deputy.

In consideration of full pay-
ment of the within mortgage, I
hereby release the same, and
I, Jessie Platt, Register of Deeds,
do hereby certify that the same
has been duly recorded.

ATTEST:

Esther Northrup Register of Deeds