

MORTGAGE RECORD NO. 60

This Indenture, Made this 19th day of September in the year of our Lord nineteen hundred twenty one, between P.P. Pettit and Abbie M. Pettit his wife of Laurieville in the County of Douglas and State of Kansas, of the first part, and William H. Oppenhausen of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Six hundred fifty 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 2d 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: Commencing at a point 125 feet West of the southwest corner of Lot Number 9 in Block Number Three (3) in that part of the City of Lawrence known as South Lawrence, thence running North 75 Feet, thence East 125 Feet, thence South 75 Feet, thence East 125 Feet to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$1200.00 held by the Lawrence Building and Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred fifty and no/100 Dollars

according to the terms of a certain note this day executed and delivered by the said P.P. Pettit and Abbie M. Pettit, his wife to the said part 2d of the second part William H. Oppenhausen

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 2d 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 part 2d making such sale, on demand, to said P.P. Pettit and Abbie M. Pettit his wife their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand, and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

P.P. Pettit (SEAL)

Abbie M. Pettit (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of September, A. D. 1921, before me,

D. Green Ryan a Notary Public in and for said County and State, came

P.P. Pettit and Abbie M. Pettit, 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 Dec. 15 1921

D. Green Ryan

Notary Public.

Filed for Record the 20 day of Sept, A. D. 1921, at 4:00 o'clock P.M.

Edwin M. Norbuck Register of Deeds

James E. Flord Deputy.

For Release see Book 67 page 571

(For Release see Book 67 page 571)