

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created (discharged).

At witness my hand this 18th day of September A.D. 1921

Charles L. Venable, Clerk

Attest By J.C. Wright, Clerk

Recorded Sep. 20 - 1921

Chas. L. Venable

By J.C. Wright

For Release of Mortgage see Book 67 Page 231 -
For Release of Mortgage see Book 67 Page 231 -

This Indenture, Made this 25th day of August in the year of our Lord nineteen hundred and twenty one, between E. L. Matthews and Joseph Matthews his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ed. Martin of the second part:

WITNESSETH That the said party Ed of the first part, in consideration of the sum of One thousand 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 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:

Lot number Ninety six (96) on New Jersey Street in the City of Lawrence, Kansas and known as 10th New Jersey St.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 One thousand and no/100 Dollars according to the terms of as certain note this day executed and delivered by the said parties of the first part to the said party of the second part

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 party 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 party 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

E. L. Matthews (SEAL)
Joseph Matthews (SEAL)

STATE OF Kansas

BE IT REMEMBERED, That on this 26th day of September A. D. 1921, before me, J. C. Francis a Notary Public in and for said County and State, came E. L. Matthews and Joseph Matthews 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 July 10th 1924 J. C. Francis Notary Public.

Filed for Record the 26 day of Sept. A. D. 1921 at 4:48 o'clock P.M.
Estlin Matthews Register of Deeds
John E. Egan Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created (discharged).

Recorded Feb. 23 - 1926