

MORTGAGE RECORD NO. 60

This Indenture, Made this 1st day of October in the year of our Lord nineteen hundred and twenty one, between Mrs. Mahler and Beulah A. Mahler his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles Howard of Topeka, Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of nine hundred (900) DOLLARS, to the duly paid, the receipt of which is hereby acknowledged, have the sold, and by these presents do the grant, bargain, sell and mortgage to the said part 2d of the second part the 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: thirteen and six (13 1/2) feet at lot 4 and thence twenty six (26) feet of the south line of lot 4 in Block 13 in University Place an addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mrs. Mahler and Beulah A. Mahler 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 some kind by the Fraternal Aid Union of Lawrence, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of Nine hundred (900) Dollars according to the terms of a certain note this day executed and delivered by the said Mrs. Mahler and Beulah A. Mahler to the said party 2d 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 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 party 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 sales, and the overplus, if any there be, shall be paid by the party 1st making such sale, on demand, to said Mrs. Mahler and Beulah A. Mahler heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Mrs. Mahler (SEAL)
Beulah A. Mahler (SEAL)
(SEAL)

STATE OF Kansas

Douglas County } ss.
BE IT REMEMBERED, That on this 30 day of Sept A. D. 1921, before me, above designated a Notary Public in and for said County and State, came Mrs. Mahler and Beulah A. Mahler 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 June 24 1922

Notary Public.

Filed for Record the 30 day of Sept A. D. 1921 at 10:15 o'clock A.M.
Edwin M. Hays Register of Deeds
James Hays Deputy.

For Release See Book 62, Page 523

The following is enforced 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 "Oct. 5" 1921
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