

MORTGAGE RECORD NO. 60

Recorded "Oct. 5" 1926
D. E. Williams
Register of Deeds

The following is entered on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
A. Witness my hand this 30th day of September A.D. 1926
Sarah W. Davis

This Indenture, Made this First day of October in the year of our Lord one thousand two hundred twenty one, between J. E. Daniels and Lucille O. Daniels husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Sarah W. Davis of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Forty five hundred (\$4,500.00) 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 of the second part, their 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:

Southwestern (1/2) part of Lot number one hundred forty eight (148) and all of Lot number one hundred fifty (150) in Ohio Street in the City of Lawrence.

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 whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Forty five hundred (\$4,500.00) Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part being late and payable to the said party of the second part on the which interest they can from date until maturity at the rate of six percent per annum payable semi-annually 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 of the second part, less 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 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
J. E. Daniels (SEAL)
Lucille O. Daniels (SEAL)

STATE OF Kansas
Douglas County ss.
BE IT REMEMBERED, That on this 1st day of Oct A. D. 1921, before me, S. A. Wood a Notary Public in and for said County and State, came J. E. Daniels and Lucille O. Daniels, his wife to me personally known to be

the same persons 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 11/10/23 1923 S. A. Wood Notary Public.

Filed for Record the 1 day of Oct A. D. 1921, at 11:30 o'clock A.M.
Estelle Morschup Register of Deeds
James H. Horn Deputy.