

MORTGAGE RECORD NO. 60

This Indenture, Made this 29th day of March in the year of our Lord 1928 between James E. Newhouse and Alma E. Newhouse husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Francis E. Ecker of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of One Hundred Twenty Five and 00/100 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 2nd of the second part heirs 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: All of Lot eighty eight (88) Vermont Street in the City of Lawrence Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said James E. Newhouse and Alma E. Newhouse 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 One Hundred Twenty Five Dollars according to the terms of certain note this day executed and delivered by the said James E. Newhouse and Alma E. Newhouse to the said part 2nd 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 part 2nd of the second part heirs 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 part 1st making such sale, on demand, to said James E. Newhouse and Alma E. Newhouse heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

James E. Newhouse (SEAL)

Alma E. Newhouse (SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 29th day of March A. D. 1928, before me, Vivian E. Kilduff a Notary Public in and for said County and State, came James E. Newhouse and Alma E. Newhouse husband and 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 February 4 1929

Vivian E. Kilduff Notary Public.

Filed for Record the 4th day of October A. D. 1928 at 10:00 o'clock A.M.

Estlin M. Mearns Register of Deeds
Francis E. Ecker 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.

Witness my hand this 29th day of March A. D. 1928

The Lawrence National Bank

Kansas, Executor of the Estate of

James E. Ecker, deceased

Francis E. Ecker, personal Cashier

Lawrence, Kansas

Corp Seal

Recorded Feb. 9 - 1928

Geo. E. McElman

Notary Public

Recorded July 25 1928

Wm. Mearns

This mortgage described herein has been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 29th day of March A. D. 1928