

## MORTGAGE RECORD NO. 60

This Indenture, Made this 2th day of November in the year of our Lord one thousand and Twenty-one, between Charles H. Hemphill and Birdie B. Hemphill, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have rel sold, and by these presents do grant, bargain, sell and mortgage to the said part ies 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: All that part of Lots number Twenty-Six (26), Twenty-seven (27) and Twenty-eight (28) on Lower Street in the City of Lawrence, described as follows: Beginning at the North west corner of Lot number Twenty (20) on Homestead Street; thence North along the East line of Homestead Street Fifty (50) feet; thence East One hundred and fifty (150) feet parallel with the North line of Homestead Street (now North Street); thence South Fifty (50) feet parallel with the East line of Homestead Street; thence West one hundred and fifty (150) feet to the place of beginning.

The mortgagee agrees to purchase the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company over which approved of this mortgage, with mortgage clause attached making the payable bond mortgage, or assigns, as subject my affairs, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 se 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 Five Hundred Dollars according to the terms of one certain note this day executed parties of the first part and delivered by the said parties of the first part to the said part ies of the second part Payable twelve months after date with interest thereon according to the terms of said note

and this conveyances 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 part ies 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 part ies making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jessie Watt

Charles H. Hemphill (SEAL)  
Birdie B. Hemphill (SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of Nov A. D. 1921, before me,

(L.S.)

Jessie Watt a Notary Public in and for said County and State, came Charles H. Hemphill and Birdie B. Hemphill his wife to me personally known to be the same person se 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 30th March 1924

Jessie Watt

Notary Public.

Filed for Record the 8th day of Nov A. D. 1921 at 1:50 o'clock P.M.

Estelle Northrup Register of Deeds

Deputy.

This instrument is returned on the original instrument. The mortgage herein described having been used in full, this mortgage is hereby released and the same shall be discharged. As witness my hand this 21st day of February A. D. 1922.

Hugh Blair

Jessie Watt

Recorded Feb 25 - 1922

Estelle Northrup

Gene Kiechler