

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.  
As witness my hand this 29 day of Dec A.D. 1923  
CH. Tucker  
Attest:

Recorded Dec. 29 1923  
Paul C. McElman  
Register of Deeds

This Indenture, Made this 10 day of November in the year of our Lord nineteen hundred & twenty one, between Samuel K. Blakely and Lydella M. Blakely, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and CH. Tucker of the second part:

WITNESSETH That the said part 10 of the first part, in consideration of the sum of Thirteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do well grant, bargain, sell and mortgage to the said part 2 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:  
The West 60 acres of the North half of the North West Quarter of Section Thirty six Township Thirteen (13) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 10 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 except a mortgage of Three thousand Dollars to Eldred M. Metcalf

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part 2 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 2 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 2 making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 10 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 Samuel K. Blakely (SEAL)  
Lydella M. Blakely (SEAL)  
(SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 10th day of Nov A. D. 1921, before me, A. F. Flinn a Notary Public in and for said County and State, came Samuel K. Blakely and Lydella M. Blakely, his wife to me personally known to be the same person parties 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 April 10 1923 A. F. Flinn Notary Public

Filed for Record the 10 day of Nov A. D. 1921 at 4:40 o'clock P.M.  
Estelle W. Church Register of Deeds  
James L. Ross 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 Nov. 10 1926  
Paul C. McElman