

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument, released and the lien thereby created discharged.

At witness my hand this 15 day of March, A.D. 1921

Lawrence National Bank
Geo. W. Kuhn, Cashier

Recorded April 15 1921
Spal E. McManis
Register of Deeds

This Indenture, Made this 14th day of November, in the year of our Lord nineteen hundred and twenty one, between Elizabeth H. Hite and Carl E. Hite, of Lawrence, Kansas, of the first part, and The Lawrence National Bank, of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Three Thousand Five Hundred and no/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 party of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to wit: The North Forty (40) feet of Lot No. 147 Platte Island Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 indefensible 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 Thirty-five Hundred Dollars according to the terms of one certain note, made and delivered by the said First Parties to the said party of the second part, The Lawrence National Bank.

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 party of the second part, its successors, 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 making such sale, on demand, to said First parties, 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 Elizabeth H. Hite (SEAL) Carl E. Hite (SEAL)

STATE OF Kansas } ss. Douglas County }

BE IT REMEMBERED, That on this 15 day of March, A.D. 1921, before me, Geo. W. Kuhn, a Notary Public in and for said County and State, came Elizabeth H. Hite and Carl E. Hite, her husband, 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 Jan 25 1922 Geo. W. Kuhn Notary Public.

Filed for Record the 15 day of Nov. A.D. 1921 at 2:00 o'clock P.M. Estelle Northrup Register of Deeds Bernice Blaine Deputy.