

MORTGAGE RECORD NO. 60

This Indenture, Made this ninth day of March in the year of our Lord one thousand eight hundred and eighty, between Jake Washington, a single man, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Samuel Johnson and Annie Johnson of the second part: **WITNESSETH** That the said part of of the first part, in consideration of the sum of Seventy (\$70) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do sell grant, bargain, sell and mortgage to the said part ies 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: Lot one and hundred and fifty-nine (159) on Main St, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party do all hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Seventy (\$70) Dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said part ies of the second part

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, 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 heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has set hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Edgar E. Leonard

Jake Washington (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this ninth day of March A. D. 1918, before me, E. E. Lindley, Notary Public, a Notary Public in and for said County and State, came Jake Washington

(L.S.)

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 19

E. E. Lindley
Notary Public

Filed for Record the 29 day of Nov A. D. 1921, at 2:30 o'clock P.M.

Edwille J. Guthrie Register of Deeds

Deputy.

In release, say \$5.10