

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 this lien thereby erased and discharged.

As witness my hand this 1st day of December, A. D. 1923

The Virgin State Bank
and Robert H. Hester
Attest:

Recorded Dec. 1 1923
Wm. E. McElsham
Notary Public

This Indenture, Made this 30th day of November in the year of our Lord nineteen hundred twenty-one, between F. L. Hartman and Louisa Hartman his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Twenty-five hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have been sold, and by these presents do grant, bargain, sell and mortgage to the said part second 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 number Ninety-five (95) on Kentucky Street in the city of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said F. L. Hartman and Louisa Hartman his wife 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 Twenty-five hundred Dollars according to the terms of note certain note this day executed and delivered by the said F. L. Hartman and Louisa Hartman his wife to the said part second of the second part for two years after date with interest at the rate of 8% per annum, interest to be paid semi-annually 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 second of the second part their 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 first making such sale, on demand, to said F. L. Hartman and Louisa Hartman his wife their heirs and assigns.

IN WITNESS WHEREOF, The said part first 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 F. L. Hartman (SEAL) Louisa Hartman (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 30th day of November, A. D. 1921, before me, A. E. McElsham a Notary Public in and for said County and State, came F. L. Hartman and Louisa Hartman his wife 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 April 20 1924 A. E. McElsham Notary Public.

Filed for Record the 1 day of Dec, A. D. 1921, at 1:50 o'clock P.M. Estlin Marshup Register of Deeds Ernest Elmer Deputy.

Recorded April 15 1923