

MORTGAGE RECORD NO. 60

This Indenture, Made this 14th day of February in the year of our Lord 1922 between William Payne and Lorna Payne husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two hundred twenty five 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 its successors 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 Five (5) Sub (a) Seven (7) and Eight (8) on the west side of 1st Street and the south side of Walnut Street in the 1st Sub Division in that part of the City of Lawrence, formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Two hundred twenty five Dollars according to the terms of certain note this day executed and delivered by the said parties of the first part to the said party 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part 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

William Payne (SEAL)
Lorna Payne (SEAL)

STATE OF Kansas

Douglas County

BE IT REMEMBERED, That on this 14th day of February A. D. 1922, before me, A. F. Flynn a Notary Public in and for said County and State, came William Payne and Lorna Payne husband and wife 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 April 10 1923 A. F. Flynn Notary Public.

Filed for Record the 14th day of Feb A. D. 1922 at 3:35 o'clock P.M.
Estlin Norbeck Register of Deeds
Ernest Buckner Deputy.

1922 July 25 1923
Ernest Norbeck
G. B. Hart - Reg.
Chas. Noel Beck
G. H. Suckow - Clerk