

MORTGAGE RECORD NO. 60

This Indenture, Made this 19th day of January in the year of our Lord 1923 between John H. Parker and wife

of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty five hundred 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 parties 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: Southeast Quarter of Section 23, Township 22 North, Range 20 West (S.E. 1/4)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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, excepting a first mortgage to Chase Mortgage Co. for \$7500.00

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred dollars according to the terms of certain note this day executed and delivered by the said parties to the said parties of the second part The Lawrence National Bank said note being signed by J. H. Parker and P. B. Parker and due six months after date

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 parties 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 parties making such sale, on demand, to said parties 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 J. H. Parker (SEAL) P. B. Parker (SEAL) J. H. Parker (SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this 3 day of February A. D. 1923, before me, J. F. Jones a Notary Public in and for said County and State, came J. H. Parker

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 May 13 1923. J. F. Jones Notary Public.

Filed for Record the 16 day of Feb A. D. 1923 at 2:30 o'clock P.M.

Estlin Mortgauge Register of Deeds
James Buchanan Deputy.

The following is ordered on the original instrument.
This note herein described having been paid in full, this mortgage is hereby released and the fee hereby created is charged.
As witness my hand this 3rd day of August A. D. 1923
By J. F. Jones, Notary Public
By J. F. Jones, Notary Public
Attest:
August 31 1923 (P.M.)
J. F. Jones
J. F. Jones