

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 the lien hereby created discharged.  
As witness my hand this January 19 1922 day of January 1922  
Lawrence National Bank  
Geo. W. Kuhse Register of Deeds  
Attest:

This Indenture, Made this 17th day of February in the year of our Lord 1922 between W. F. Ellington and Mary V. Ellington his wife of Douglas in the County 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 part 2nd of the first part, in consideration of the sum of Seventy 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 party 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: East half (1/2) South East Quarter Section 8 and the Northeast Quarter of the Northeast Quarter of Section 17 also the west 40 acres of the Northeast Quarter of Section 5 all in Township 13 Range 19 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 first 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 two mortgages aggregating \$7500.00

This Grant is intended as a Mortgage to secure the payment of the sum of Seventy five hundred according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank

and all 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 party of the second part, its successors 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 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

W. F. Ellington (SEAL)  
Mary V. Ellington (SEAL)  
(SEAL)

STATE OF Kansas  
Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of February A. D. 1922, before me, Geo. W. Kuhse a Notary Public in and for said County and State, came W. F. Ellington and Mary V. Ellington 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 January 25 1922 Geo. W. Kuhse Notary Public.

Filed for Record the 22nd day of Feb A. D. 1922 at 10<sup>00</sup> o'clock A.M.  
Estes Nebraska Register of Deeds  
James Buchanan Deputy.