

MORTGAGE RECORD NO. 60

This Indenture, Made this 1st day of March in the year of our Lord nineteen hundred and twenty-two, between James V. Roberts and Ruth E. Roberts, his wife of Laurie in the County of Douglas and State of Kansas, of the first part, and Mary S. Leonard, executrix of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four thousand (\$4000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have received sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part him 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:

1/2 of Lot Twenty-six (26) and the north-west corner of the north-west 1/4 of Lot Twenty-eight (28) in Block 10 of the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James V. Roberts and Ruth E. Roberts 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 subject to a mortgage for \$4000.00 from Mary S. Leonard to George E. Roberts dated November 22, 1920 and being for years from date. This Grant is intended as a Mortgage to secure the payment of the sum of \$4000.00

according to the terms of certain promissory notes dated March 1, 1922 and delivered by the said parties of the first part to the said parties of the second part said note number 191 dated Nov. 22, 1920 with interest at 8% per annum payable semi-annually

and this conveyance 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 parties of the second part, heirs 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 set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

James V. Roberts (SEAL)  
Ruth E. Roberts (SEAL)

STATE OF Missouri  
De Witt County } ss.

BE IT REMEMBERED, That on this 17 day of March A. D. 1922, before me, J. F. Ryan a Notary Public in and for said County and State, came James V. Roberts and Ruth E. Roberts etc. - - -

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 Jan. 16 1926 J. F. Ryan Notary Public.

Filed for Record the 22 day of March A. D. 1922 at 3:00 o'clock A.M.  
Estes Markups Register of Deeds  
George Buckner Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the filing thereof is hereby rescinded.  
A. W. Lucas, Notary Public  
Sept. 27, 1922  
C. H. Tucker  
Sept. 26, 1922  
Mary S. Leonard

The following is endorsed on the original instrument.