

## 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  
canceled and the two thereby creating the mortgage.

As witness my hand this

Attest

Recorded Sept. 6 " 1923

J. E. Wilman

Notary of Douglas

day of September, D. 1923

H. A. Rogers

This Indenture, Made this 28th day of March in the year of our Lord  
nineteen hundred and twenty-two between Emma Marshall and T. P.  
Marshall, her husband of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
H. A. Rogers of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Thirty five thousand and no (\$35000.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have here sold, and by these presents do grant, bargain,  
sell and mortgage to the said part second of the second part his 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 108 Massachusetts Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said  
Emma Marshall and T. P. Marshall  
do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Thirty five thousand Dollars  
according to the terms of and certain notes this day executed  
and delivered by the said Emma Marshall and T. P. Marshall to the said part second of the second part

and this 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 part second of the second part, his 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part first making such sale, on demand, to said Emma Marshall and T. P. Marshall  
her husband their heirs and assigns.

IN WITNESS WHEREOF, The said part first of the first part have set hereunto their hand and seal s the day and year first above written.

Signed, Sealed and Delivered in the presence of

Emma J. Marshall (SEAL)  
T. P. Marshall (SEAL)  
(SEAL)

STATE OF

Kansas  
Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of March A. D. 1922, before me,  
the undersigned a Notary Public in and for said County and State, came  
Emma Marshall and T. P. Marshall, her husband  
(L.S.) 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 September 15th 1923E. J. Hilkey

Notary Public.

Filed for Record the 30th day of March A. D. 1923 at 11:30 o'clock a.m.

Edith D. Douthett Register of Deeds  
Deputy.