

## MORTGAGE RECORD NO. 60

This Indenture, Made this 29th day of March in the year of our Lord 1925 between F. T. Jennings & Edna F. Jennings (his wife) of Lamar, Mo. in the County of Douglas and State of Kansas, of the first part, and J. J. Eddy of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Seven hundred & 00 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party 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 2 and 3 (2) and 3 (3) Block One (1) Belmont Addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said F. T. Jennings do hereby covenant and agree that at the delivery hereof they 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, whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars according to the terms of one certain coupon note this day executed and delivered by the said F. T. Jennings to the said party of the second part and due in three years with int. at the rate of 7 1/2 % payable semi-annually

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, 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 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 F. T. Jennings heirs and assigns.

IN WITNESS WHEREOF, The said party 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

F. T. Jennings (SEAL)  
Edna F. Jennings (SEAL)  
(SEAL)

STATE OF Kansas

Douglas County ss.  
BE IT REMEMBERED, That on this 30th day of March A. D. 1925, before me, John H. Black a Notary Public in and for said County and State, came F. T. Jennings and Edna F. Jennings his 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 July 26th 1925 John H. Black Notary Public.

Filed for Record the 30 day of March A. D. 1925 at 3 40 o'clock P.M.

Edna F. Jennings Register of Deeds

James Buchanan Deputy.

The following is endorsed on the original instrument:  
released and the lien thereby created discharged.  
As witness my hand this 30 day of March A. D. 1925  
J. J. Eddy Attorney

Recorded March 31 1925  
John E. Williamson  
Register of Deeds

in the year of our Lord

and T. E.

in the County of

of the second part:

tion of the sum of

DOLLARS,

grant, bargain,

tract or parcel of land

small

said

premises, above granted,

the sum of

of the second part

any part thereof, or inter-

amount shall become due

ators and assigns, at any

moneys arising from such

the surplus, if any there

T. E. Marshall

land and seal

(SEAL)

(SEAL)

(SEAL)

D. 1925, before me,

County and State, came

Edna F. Jennings

personally known to be

of the same.

seal on the day and year

Notary Public.

o'clock 3 40 P.M.

Register of Deeds

Deputy.