

MORTGAGE RECORD NO. 60

The following is entered on the original instrument.

There is herein described having been paid in full, this mortgage is hereby

Recorded Sept. 5th 1924 A. D. 1924
 J. E. Collock, Jr. & J. E. Harrison
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Recorded Sept. 5th 1924

J. E. Collock, Jr.
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 J. E. Collock, Jr. & J. E. Harrison

Register of Deeds

This Indenture, Made this 2nd day of April in the year of our Lord 1924 between J. E. Collock, Jr. & J. E. Harrison of Lawrence in the County of Douglas and State of Kansas, of the first part, and James E. Collock, Jr. & J. E. Harrison of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Twenty Five Hundred DOLLARS, to J. E. Collock, Jr. 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, themselves 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 462, fifty two one hundred block in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said J. E. Collock, Jr. do hereby covenant and agree that at the delivery hereof she is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Five Hundred Dollars according to the terms of a certain note this day executed, and delivered by the said J. E. Collock, Jr. & J. E. Harrison to the said party of the second part

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 party of the second part, themselves 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 party of the second part, themselves making such sale, on demand, to said J. E. Collock, Jr. 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

J. E. Collock, Jr. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Lawrence County } ss.

BE IT REMEMBERED, That on this 4 day of April A. D. 1924, before me, J. E. Collock, Jr. a Notary Public in and for said County and State, came J. E. Collock, Jr.

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged execution of the same.

(22)

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 Oct. 15 1924 J. E. Collock, Jr. Notary Public.

Filed for Record the 5 day of April A. D. 1924, at 155 o'clock P.M.

J. E. Collock, Jr. Register of Deeds

James E. Collock, Jr. Deputy