

# MORTGAGE RECORD NO. 60

This Indenture, Made this First day of May in the year of our Lord one thousand and twenty-two between H. J. Muffler and Celia I. Muffler his wife of this City of Douglas and State of Kansas, of the first part, and L. P. Goodrich of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of One Thousand 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 part second of the second part heirs 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 number One hundred and twenty-three (123) on P. Rhode Island Street, in the City of Lawrence, said County and State

The mortgagors agree to keep the buildings and premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by the mortgagee with mortgage clause attached, making such payments to said mortgagee, or assigns, as interest may appear, and failing to do so he/she/it of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said parties of the first part 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 save except a mortgage of \$1000.00 to L. P. Muffler recorded

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part second of the second part payable three years after date with interest thereon according to the terms of said note and coupons thereto attached

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 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 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 second of the second part, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Hatt

H. J. Muffler

Celia I. Muffler

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 1<sup>st</sup> day of May A. D. 1922, before me,

(L.S.)

Jennie Hatt

H. J. Muffler and Celia I. Muffler, his wife

to me personally known to be the same person, who executed the foregoing of writing 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 30<sup>th</sup> March 1924

Jennie Hatt

Notary Public.

Filed for Record the 2<sup>nd</sup> day of May A. D. 1922 at 8:45 o'clock A.M.

Estelle D. Witherspoon

Register of Deeds

Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged.  
Attest my hand this 2<sup>nd</sup> day of October A.D. 1922  
Aug. Blum  
L. P. Goodrich

Recorded Oct. 21 1922  
Estelle Witherspoon  
Register of Deeds  
L. P. Goodrich

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby

Recorded May 12 1922