

MORTGAGE RECORD NO. 60

This Indenture, Made this 2nd day of May in the year of our Lord 1930 with one hundred and twenty two, between Scott Shingfield and Martin Shingfield his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The State Bank of Reception of Lawrence Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two hundred & no 100 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 party of the second part its successors, 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: Lots 41-42-43 and 44 in Block 20 in 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 Scott Shingfield and Martin Shingfield do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Two hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part 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, its successors, 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 making such sale, on demand, to said first parties their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Scott Shingfield (SEAL)
Mrs. Martin Shingfield (SEAL)
(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 2 day of May A. D. 1930, before me, J. H. Kreider a Notary Public in and for said County and State, came Scott Shingfield and Martin Shingfield his wife to me personally known to be the same persons 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 8th 1931 J. H. Kreider Notary Public.

Filed for Record the 3 day of May A. D. 1930, at 2:30 o'clock P.M.
Estlin W. Phelps Register of Deeds
James Buchanan 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 here liberally created discharged.

As witness my hand this 19th day of July A. D. 1930
State Bank of Reception of Lawrence Kansas
J. M. Cowley - Cashier

July - 12 - 1930

Seni S. Armstrong