

MORTGAGE RECORD NO. 60

This Indenture, Made this seventeenth day of April in the year of our Lord one thousand nine hundred and twenty-two (1922), between Laura B. Jones and Frank E. Jones her husband of Laurance in the County of Douglas and State of Kansas, of the first part, and John M. Roberts of 1355 Granada Avenue San Diego California of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Twenty Hundred Eighty eight and 60/100 (\$148.80) 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 that 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 Numbered One Hundred Seventy eight (178) on New Hampshire Street, in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Laura B. Jones and Frank E. Jones 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 \$148.80 Dollars

according to the terms of the certain promissory note this day executed and delivered by the said Laura B. Jones and Frank E. Jones to the said part second of the second part \$100.00 with interest at the rate of five per cent per annum until paid in full, and after maturity to bear interest at the rate of six per cent per annum until paid in full, 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 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 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 part first of the second part, making such sale, on demand, to said parties or his heirs and assigns, in and reasonable insurance companies in sum of \$100.00 - to be paid in full to parties or his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Laura B. Jones (SEAL) Frank E. Jones (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 21st day of April A. D. 1922, before me, the undersigned a Notary Public in and for said County and State, came Laura B. Jones and Frank E. Jones her husband to me personally known to be the same person s 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 Nov 23rd 1925 Arthur L. White Notary Public.

Filed for Record the 3 day of May A. D. 1922 at 12 o'clock P. M. Arthur L. White Register of Deeds Samuel B. Jones Deputy.

Not Release in Book 62 Page 452

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

Recorded Dec 16 1922