

MORTGAGE RECORD NO. 60

This Indenture, Made this 26th day of November in the year of our Lord one thousand nine hundred and eighteen, between E. H. Seelard and Minnie Seelard, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. A. Russell of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three hundred (\$300.00) 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 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 eight (8) Block six (6) and Lot Eleven (11) Block Fourteen (14) in University Place as addition to 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 E. H. Seelard and Minnie Seelard, his wife 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 Three hundred (\$300.00) Dollars according to the terms of certain note this day executed and delivered by the said E. H. Seelard and Minnie Seelard, his wife to the said party of the second part payable in six years at the Lawrence Natl Bank with interest at 7%

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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said E. H. Seelard his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

E. H. Seelard (SEAL)
Minnie Seelard (SEAL)
(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 1st day of March A. D. 1919, before me, the undersigned a Notary Public in and for said County and State, came E. H. Seelard and Minnie Seelard, 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 June 24 1919.

C. B. Sanford

Notary Public.

Filed for Record the 15 day of May A. D. 1919, at 2:47 o'clock P.M.

Esteban Delacruz Register of Deeds
James Bushnell Deputy.