

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien hereby created is hereby
 As witness my hand this 17th day of October, A.D. 1923.
 By A. D. Herman and Marie L. Herman, his wife.

Recorded Oct 17 1923
 J. E. McElwain
 Register of Deeds

This Indenture, Made this 22nd day of May in the year of our Lord
 one thousand nine hundred and twenty three, between A. D. Herman and Marie L.
 Herman, his wife, of Lawrence, in the County of
 Douglas, and State of Kansas, of the first part, and
 The Citizens State Bank, Lawrence, Kansas, of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of
 Two thousand and 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 part 2nd 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:
 The South thirty (30) feet of Lot two (2), and the North twenty (20)
 feet of Lot three (3), in Block Addition to the City of Lawrence,
 Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
 A. D. Herman and Marie L. Herman, his wife,
 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, what so ever.

This Grant is intended as a Mortgage to secure the payment of the sum of
 Two thousand and no/100 Dollars
 according to the terms of certain note, this day executed
 and delivered by the said A. D. Herman and Marie L. Herman to the said part 2nd of the second part
 and to be paid by the said part 2nd of the second part to the said part 1st of the first part, with interest at the rate of seven (7)
 percent per annum, interest payable semi-annually,
 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 inter-
 est 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 2nd of the second part, its successors, 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 2nd making such sale, on demand, to said A. D. Herman and Marie L. Herman, his wife,
 their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

A. D. Herman (SEAL)
 Marie L. Herman (SEAL)

STATE OF Kansas

Douglas County } ss.
 BE IT REMEMBERED, That on this 22nd day of May, A. D. 1923, before me,
 J. E. McElwain, a Notary Public in and for said County and State, came
 A. D. Herman and Marie L. Herman, his wife,
 to me personally known to be
 the same person who executed the foregoing instrument and duly acknowledged execution of the same.

(28)

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 April 20, 1925

J. E. McElwain
 Notary Public.

Filed for Record the 24th day of May, A. D. 1923, at 9:05 o'clock, A. M.
 Estelle Parkrup Duffe, Register of Deeds
 George Buckman, Deputy.