

MORTGAGE RECORD NO. 60

This Indenture, Made this 10th day of June in the year of our Lord 1922 between Terry Caskill and Eva E. Caskill 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 Four 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 2d 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: Lot fourteen (14), Block twelve (12), in Babcock's Enlarged Addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Terry Caskill and Eva E. Caskill 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Four thousand and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said one to the said part 1st of the second part due two years after date with interest from date at the rate of 7% 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 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 2d 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 sale, and the surplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said Terry Caskill and Eva E. Caskill his wife heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Terry Caskill (SEAL)

Eva E. Caskill (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of June A. D. 1922, before me,

A. F. McManahan a Notary Public in and for said County and State, came

Terry Caskill and Eva E. Caskill 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 April 20 1925 A. F. McManahan Notary Public.

Filed for Record the 12 day of June A. D. 1922 at 8:45 o'clock A.M.

Esther Northrup Duffer Register of Deeds

Ernest Buckner 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 lien thereby created discharged.

As witness my hand this 20th day of January A. D. 1924.

Walter C. Caskill Attorney

Ernest Buckner Register of Deeds

Ernest Buckner Deputy

For Assignment See Book 67 Page 17