

MORTGAGE RECORD NO. 60

This Indenture, Made this thirteenth day of June in the year of our Lord nineteen hundred twenty two, between J. V. Roberts and Ruth E. Roberts 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 part is of the first part, in consideration of the sum of One Thousand (\$1000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ass sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to wit: Lot Twenty-six (26) and the North six (6) inches of Lot Twenty-eight (28), Massachusetts Street, City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Parties of the first part 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 except a \$6,000 and a \$4,000 mortgage.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand (\$1000.00) Dollars according to the terms of ass certain note this day executed, and delivered by the said Parties of the first part to the said part of 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 part of of the second part has 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

J. V. Roberts (SEAL)
Ruth E. Roberts (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 13th day of June A. D. 1922, before me, G. B. Hasford a Notary Public in and for said County and State, came J. V. Roberts and Ruth E. Roberts 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 1922 G. B. Hasford Notary Public.

Filed for Record the 13th day of June A. D. 1922 at 1:10 o'clock P. M.
Estelle V. Partinup Duffee Register of Deeds
Deputy.

Recorded Sept 27, 1922
Estelle V. Partinup Duffee

September 26
M. A. Russell

This following is recorded as the mortgage...