

MORTGAGE RECORD NO. 60

This Indenture, Made this Tenth day of August in the year of our Lord 1922, between William T. Howard, single of the City of Lawrence and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of Six Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has 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, and State of Kansas, described as follows, to wit: Lot numbers One hundred and eight (108) and One hundred and eight (109) in Addition number Three (3) in that part of the City of Lawrence known as North Lawrence, said County and State.

The mortgagee agrees to keep the buildings on the premises insured against fire, lightning and windstorm to the extent of their insurable value in a company or companies approved by the mortgagee with mortgage clause attached making the same payable to said mortgagee or assigns or interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do he hereby covenant and agree that at the delivery hereof he is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars according to the terms of One certain Note this day executed by and delivered by the said Party of the first part to the said part of of the second part Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached and this conveyances 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 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 Party of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of William T. Howard (SEAL) Jessie Matt (SEAL) (SEAL) (SEAL)

STATE OF Kansas } ss. Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of August A. D. 1922, before me, Jessie Matt a Notary Public in and for said County and State, came William T. Howard, single 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 30 March 1924 Jessie Matt Notary Public.

Filed for Record the 11 day of August A. D. 1922 at 9:53 o'clock P.M. Estelle Northcutt Bluffe Register of Deeds C. B. Bluffe Deputy.