

MORTGAGE RECORD NO. 60

This Indenture, Made this 13th day of July A.D. 1921 in the year of our Lord between The Lawrence Mercantile Company, a corporation duly organized existing under the laws of the State of Missouri, and having its principal place of business at Lawrence, Kansas and John B. Bauman of Lawrence, Kansas of the first part, and John B. Bauman of Lawrence, Kansas of the second part:

WITNESSETH That the said part of John B. Bauman of the first part, in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he does sell and by these presents he grant, bargain, sell and mortgage to the said part of John B. Bauman 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: Seven Lots Numbered Nine (9) and Ten (10) east the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of John B. Bauman of the first part therein. And the said John B. Bauman do sell hereby covenant and agree that at the delivery hereof it 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 except one certain mortgage dated April 1st, 1921, recorded May 10, 1921, in Book 12 of Mortgages, Page 117, recorded in the Office of the Register of Deeds of Douglas County, Kansas, for \$10,000.00, which is This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Thousand Dollars (\$20,000.00),

according to the terms of such certain promissory notes this day executed and delivered by the said part of John B. Bauman of the first part, to the said part of John B. Bauman of the second part, of eight percent per annum, and of such notes being for the sum of 10,000 and due on or before four months after date, the other being for the sum of 10,000 and due on or before four months after date, and this conveyance shall be void if such payment is not made as herein provided. 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 John B. Bauman 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 sale, and the overplus, if any there be, shall be paid by the part of John B. Bauman making such sale, on demand, to said John B. Bauman of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part of John B. Bauman of the first part has caused this instrument to be executed in his behalf by John B. Bauman President of the Lawrence Mercantile Company of Lawrence, Kansas, and attested by the Secretary, and its corporate seal to be hereunto affixed on the day and year first above written.

Signed, Sealed and Delivered in the presence of

(Corp Seal)

Attest:

W. H. McNamee President of the Lawrence Mercantile Company of Lawrence, Kansas. (SEAL)

J. B. Strong Secretary of the Lawrence Mercantile Company of Lawrence, Kansas. (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 13th day of July A.D. 1921, before me,

(L.S.)

John B. Bauman the undersigned, a Notary Public in and for the County and State of Kansas, personally appeared John B. Bauman, President of the Lawrence Mercantile Company, a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, and J. B. Strong, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to be the same person, he who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

In Witness Whereof I have hereunto set my name and affixed my official seal on the day and year last above written.

My Commission Expires April 23rd 1925 Walter B. Thiele Notary Public.

Filed for Record the 11 day of Aug A.D. 1922, at 3:30 o'clock P M.

Capth. H. H. Ruffin Register of Deeds

Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 20 day of March 1926. John B. Bauman

TEST: John B. Bauman