

## MORTGAGE RECORD NO. 60

This Indenture, Made this 24<sup>th</sup> day of March in the year of our Lord 1922 between Robert D. Faith, a single man of Lawrence, Kansas and State of Kansas, of the first part, and James M. Blumberg of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of One Hundred Forty Four and 80/100 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:

All of lot number One Hundred ten (110) in Block thirty-seven (37), West Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Robert D. Faith, a single man do hereby covenant and agree that at the delivery hereof he is the lawful owner of 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 One Hundred Forty Four & 80/100 Dollars according to the terms of two certain notes this day executed and delivered by the said Robert D. Faith, a single man to the said part of of the second part for \$72.40 each payable as follows with interest from date at the rate of 8% 72.40 payable six months after date and 72.40 payable one year after date 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, 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 part of making such sale, on demand, to said Robert D. Faith, a single man his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Robert D. Faith (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of March, 1922 A. D. 19 before me, Lo. B. Holmes a Notary Public in and for said County and State, came

Robert D. Faith, a single man

(L.S.) of writing 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

Lo. B. Holmes

Notary Public.

Filed for Record the 12<sup>th</sup> day of August A. D. 19 22 at 2<sup>45</sup> o'clock P.M.

Estelle Northrup Walker Register of Deeds

G. R. Ralston Deputy.

For Release see Book 67 P. 324