

MORTGAGE RECORD NO. 60

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 hereby created is terminated.
Attest my hand this 5th day of August, 1923
Markens Wash Bank
C. H. Tucker Clerk

Recorded August 11, 1923
Paul C. Melman (Seal)
Register of Deeds

This Indenture, Made this 5th day of September in the year of our Lord one thousand & ninety two, between Oliver W. Patterson and Carrie E. Patterson, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wellington National Bank of the second part:

WITNESSETH That the said part one of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 No. Two Hundred & twenty eight (228) 1st Louisiana Street City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part one 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand according to the terms of an 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 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 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

C. H. Tucker Oliver W. Patterson (SEAL)
Carrie E. Patterson (SEAL)

STATE OF Kansas
Douglas County } ss.
BE IT REMEMBERED, That on this 5th day of Sept A. D. 1923, before me,

(L.S.)

A. F. Flinn a Notary Public in and for said County and State, came Oliver W. Patterson and Carrie E. Patterson, husband and wife to me personally known to be the same person who 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 10 1923 A. F. Flinn Notary Public.

Filed for Record the 5th day of Sept A. D. 1923 at 9:05 o'clock a. M.
Estelle Northrup Jaffer Register of Deeds
E. B. Bluff Deputy.