

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument
released and the lien hereby created discharged.

A witness my hand this 1 day of April A. D. 1922

Attest:

Jennie Hatt

For Assignment See Book 67 Page 97

Recorded April 4 1922
Jesse G. McElwain
Register of Deeds

This Indenture, Made this 18 day of September in the year of our Lord nineteen hundred and twenty-two between Junius Kimrey and Aramoria Kimrey, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Jennie Hatt of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Six hundred DOLLARS,

to the said part 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: Lots number one hundred and thirty-five (135) and one hundred and thirty-six (136) in Payment Place, a subdivision of Block number thirty-five (45), in that part of the City of Lawrence known as West Lawrence, said County and State.

The mortgagee agree to keep the buildings on premises insured against fire, lightning, and windstorm to the extent of their insurable value, at a company or companies approved by this mortgagee with mortgage clause attached making loss payable to said mortgagee or assigns, as 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 the first part therein. And the said part 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

Six hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said part of the first part to the said part 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 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 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the part of the first part making such sale, on demand, to said part of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Hatt

Junius Kimrey

Aramoria Kimrey

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of Sept A. D. 1922, before me,

Jennie Hatt a Notary Public in and for said County and State, came

Junius Kimrey and Aramoria Kimrey 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 30 March 1924 Jennie Hatt

Notary Public.

Filed for Record the 20th day of Sept. A. D. 1922 at 11:50 o'clock A. M.

Charles P. Duffell Register of Deeds

Deputy.