

MORTGAGE RECORD NO. 60

The following is contained on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 17th day of October A. D. 1924
Attest: C. B. Holmes
Register of Deeds

Recorded Oct-17 1924.
Paul C. McKeeman
Register of Deeds

This Indenture, Made this 14th day of October in the year of our Lord 1924, between Robert I. McGrath and Ellen McGrath, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Twenty six hundred and no DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have been sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part its successors 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:

Commencing at the South-west (SW) corner of Lot Number Six (6) in Block number six (6) Babcock's Addition to the City of Lawrence, thence North Thirty-two (32) feet thence East Eighty (80) feet thence South Thirty-two (32) feet thence West Eighty (80) feet to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Robert I. McGrath & Ellen McGrath, his wife do hereby covenant and agree that at the delivery hereof they are 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 Twenty six hundred Dollars according to the terms of one certain note this day executed and delivered by the said Robert I. McGrath & Ellen McGrath, his wife to the said part of of the second part payable six months after date with interest from date at the rate of 7%

and these 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 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 sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Robert I. McGrath & Ellen McGrath his wife them heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Robert I. McGrath (SEAL) Ellen McGrath (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 14th day of October A. D. 1924, before me, A. F. McBlancham a Notary Public in and for said County and State, came Robert I. McGrath and Ellen McGrath, 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 April 20 1925 A. F. McBlancham Notary Public.

Filed for Record the 3rd day of Oct A. D. 1924 at 8:30 o'clock A. M. Estelle D. Duffield Register of Deeds Deputy.