

## MORTGAGE RECORD NO. 60

The following is a true and correct copy of the original instrument.

Recorded Oct. 3 - 1923 As witness my hand and seal this 1st day of October, 1923.

Notary Public  
Jennie Matt

This Indenture, Made this 4<sup>th</sup> day of October in the year of our Lord 1923 between William H. Russ and Grace M. Russ his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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:

Lot number Eight (8) in Block number Twelve (12) of Butcher's Subdivision, Addition to the City of Lawrence, said County and State.

The mortgagee agree to keep the buildings and premises insured against fire, lightning and windstorm to the extent of their insurable value in a company or companies approved of by this mortgagee, with mortgage clause attached making the mortgagee said mortgagee, or his assigns, an interest may accrue and obliging 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 1<sup>st</sup> of the first part therein. And the said parties of the first part 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 Seven Hundred Dollars according to the terms of One certain Note this day executed

and delivered by the said parties of the first part to the said part 2<sup>d</sup> of the second part Passable five 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 2<sup>d</sup> 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 surplus, if any there be, shall be paid by the part 1<sup>st</sup> making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have set their hand, and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Matt

William H. Russ (SEAL)

Grace M. Russ (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of Oct. A. D. 1923, before me,

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

William H. Russ and Grace M. Russ his wife

(S.S.)

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<sup>th</sup> March 1924

Jennie Matt

Notary Public.

Filed for Record the 5<sup>th</sup> day of Oct. A. D. 1923 at 1:10 o'clock P. M.

Estell Northrup Duffer

Register of Deeds

E. B. Skiff

Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby