

MORTGAGE RECORD NO. 60

The following is contained on the original instrument:
The note herein described and having been paid in full, this mortgage is hereby released and the lien thereby extinguished.
As witness my hand this 9th day of June A.D. 1925
Notary Public
Douglas County, Kansas
J. C. McElwain

This Indenture, Made this 4th day of October in the year of our Lord nineteen hundred and twenty two between Will M. Neil and Edith A. Neil husband and wife of Douglas County, Kansas, of the first part, and Melvin M. Uhl of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Thirty five 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 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: The South Seventy Two (72) feet of lots One hundred twenty One (121) One hundred twenty two (122) and one hundred twenty four (124) on Chapel street, Baldwin city, Douglas county, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Will M. Neil and Edith A. Neil do hereby covenant and agree that at the delivery hereof, they 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 twenty five hundred Dollars according to the terms of certain note this day executed and delivered by the said Will M. Neil and Edith A. Neil to the said part of the second part. Said parties of the first part are to pay \$5.00 each month and interest on the unpaid balance due to said part of the second part, by payment of \$5.00 or principal each month if desirable, and this 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 the second part, her 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 of the first part making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Will M. Neil (SEAL) Edith A. Neil (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 4th day of October A. D. 1922, before me, the undersigned a Notary Public in and for said County and State, came Will M. Neil and Edith A. Neil husband and 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 January 26 1924 A. L. Thompson Notary Public.

Filed for Record the 7th day of Oct A. D. 1922 at 9:15 o'clock A. M. Estelle Marchessault Register of Deeds E. B. Babbitt Deputy.