

MORTGAGE RECORD NO. 60

Recorded Dec 13rd 1922
Paul C. Hughes
Register of Deeds

Received Dec 13rd 1922
Paul C. Hughes
Register of Deeds

Witness my hand this 10th day of September A.D. 1922
James Hamilton Chapin
County Clerk

This Indenture, Made this first day of September in the year of our Lord 1922 between Ed S. Williams and Daisy M. Williams his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hamilton Coal & Coke Company of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Nine Hundred twenty six & 9/100 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 2d of the second part its 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: Being an undivided one half interest in the property Lot No. (11) Block No. five (5) Lane Place an addition to the city of Lawrence, also Lot No. one hundred sixty five (65) on Kansas Street in Block No. Fifty Three (53) in that part of the city of Lawrence known as that Lawrence, also beginning at the North East corner of Block No. five (5) Lane Place, thence running West 132 feet, thence North 24 feet, thence East 132 feet, thence South 24 feet to place of beginning all in the city of Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 nine hundred twenty six & 9/100 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 2d of the second part payable Jan 1st 1923 with int 6% from date.

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 2d of the second part, its 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 1st making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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 Ed S. Williams (SEAL) Daisy M. Williams (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 14th day of October A. D. 1922, before me, Mar P. Craig a Notary Public in and for said County and State, came Ed S. Williams and Daisy M. Williams

(L.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 March 8 1924 Mar P. Craig Notary Public.

Filed for Record the 18th day of Oct A. D. 1922 at 12 o'clock M. Estelle V. Ruffner Register of Deeds E. B. Ballitt Deputy.