

MORTGAGE RECORD NO. 60

This Indenture, Made this third day of November in the year of our Lord one thousand nine hundred and twenty-two (1922), between Abel Walcott and Fannie Walcott his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mabel Bliss Haskell of New York City, New York of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Thirty-two Hundred Fifty (\$3250.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has well sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part her 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 North One-half (1/2) of Lot Thirteenth Fifty-three (53) on Massachusetts Street, in the City of Lawrence, Douglas County, Kansas

This mortgage is co-ordinate to and of equal effect with a certain mortgage of like date, amount, term and effect in which Harriet A. McDonald is the mortgagor.

with all the appurtenances, and all the estate, title and interest of the said part first 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 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 Thirty-two Hundred Fifty 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 second of the second part two years after date with interest at six per cent per annum payable semi-annually and with privilege of paying \$5000 or any multiple thereof of principal sum due and any interest payable hereon or thereon 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 second 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 first making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Abel Walcott (SEAL)
Fannie Walcott (SEAL)
(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of November A. D. 1922, before me, Walter G. Thiele a Notary Public in and for said County and State, came Abel Walcott and Fannie Walcott, his wife (25.) parties 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 23rd 1925 Walter G. Thiele Notary Public.

Filed for Record the 3rd day of Nov A. D. 1922 at 11:25 o'clock P M.
Estelle Winthrop Ruffer Register of Deeds
E. Baklett Deputy.

See Blue die Mortgage Book 77, Page 629

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

Recorded Nov. 4 - 1922.