

## MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby  
released and the fee thereon created discharged.

As witness my hand this 21st day of October A.D. 1923

Attest:

Recorded Dec. 17 - 1923  
Geo. J. Witzel (Seal)  
Register of Deeds

This Indenture, Made this 21st day of October in the year of our Lord  
nineteen hundred twenty two, between Elmer Augustine and  
Maudie Augustine his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
The Lawrence National Bank of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of  
One hundred seventy five DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do not grant, bargain,  
sell and mortgage to the said part 2d of the second part its successors 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 36 on New York street, 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

do hereby covenant and agree that at the delivery hereof 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 excepting a  
mortgage to Hugh Blair for \$1050.00

This Grant is intended as a Mortgage to secure the payment of the sum of  
one hundred seventy five Dollars #  
according to the terms of one certain note this day executed  
and delivered by the said Part parties to the said part 2d of the second part  
The Lawrence National Bank

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 inter-  
est 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 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  
sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there  
be, shall be paid by the part making such sale, on demand, to said first parties  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have not hereunto set their hand and seal  
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Elmer Augustine (SEAL)

Maudie Augustine (SEAL)

(SEAL)

STATE OF Kansas  
Douglas County } ss.  
BE IT REMEMBERED, That on this 21st day of Oct A. D. 1923, before me,

Elmer Augustine & Maudie Augustine his  
(L.S.) 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 July 20 1924

Geo. J. Witzel

Notary Public.

Filed for Record the 21st day of Nov A. D. 1923 at 350 o'clock P.M.

Eddie Dethous Duffer  
G. B. Babbitt

Register of Deeds

Deputy.