

## MORTGAGE RECORD NO. 60

The following is a true and correct copy of the original instrument, as the same has been recorded in the office of the Register of Deeds, and the fee thereon has been paid in full, and no further fee is hereby required and the fee hereby created is discharged.

As witness my hand this 15 day of November, A.D. 1924

Walter M. Bland  
Clerk, Seal  
Attorney

Recorded  
Nov 15 1924  
J. A. Wellman  
Register of Deeds  
Jordanian

This Indenture, Made this twenty fourth day of November in the year of our Lord nineteen hundred twenty four, between Frank M. Halliday and Minna G. Halliday his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Nathaniel National Bank of the second part;

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 2nd sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part their 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 Eight (8) Block Eight (8) Rural first addition to 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 Frank M. Halliday and Minna G. Halliday his wife 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred (\$1500) 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.

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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2d 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

Frank M. Halliday (SEAL)  
Minna G. Halliday (SEAL)

STATE OF Kansas  
Douglas County } ss.  
BE IT REMEMBERED, That on this 24th day of November A. D. 1922, before me,

A. F. Elmer a Notary Public in and for said County and State, came Frank M. Halliday and Minna G. Halliday his wife to me personally known to be

(L.S.)

the same persons 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 10 1922

A. F. Elmer

Notary Public.

Filed for Record the 27th day of Dec A. D. 1922 at 940 o'clock A. M.

Estell Withrup Duffer  
E. Babbitt

Register of Deeds

Deputy.