

MORTGAGE RECORD NO. 60

This Indenture, Made this First day of December in the year of our Lord nineteen hundred & twenty two, between Lizzie S. Sheldon, a widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and Lillian J. Tucker of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of Seven hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage to the said part of 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:

Lot No Two (2) and Four (4) Block number Forty (40) in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Lizzie S. Sheldon do she hereby covenant and agree that at the delivery hereof she is 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 Seven hundred Dollars according to the terms of 9 certain notes this day executed and delivered by the said Lizzie S. Sheldon to the said part of of the second part

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 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 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Lizzie S. Sheldon heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

B. H. Tucker

Lizzie S. Sheldon (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County, } ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1922, before me,

A. F. Thum a Notary Public in and for said County and State, came

Lizzie S. Sheldon, a widow

(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 April 10th 1923

A. F. Thum

Notary Public.

Filed for Record the 1st

day of Dec A. D. 1922 at 3:30 o'clock P. M.

Willie M. Duffin Register of Deeds

E. Babbitt Deputy.

For Release see books 75 - Page 131.