

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereon created discharged.

Witness my hand this 2nd day of March, A.D. 1924

Attest: *John E. Willman* Register of Deeds

Recorded "March 25" 1924
John E. Willman
Register of Deeds

This Indenture, Made this 16th day of October, in the year of our Lord nineteen hundred and twenty-two, between *Car E. Hamill* of Lawrence in the County of Douglas and State of Kansas, of the first part, and *Clara Bunker* of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of *Thirteen hundred (\$1300.00)* DOLLARS, to *him* duly paid, the receipt of which is hereby acknowledged, *has* sold, and by these presents *do* 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:

All of lots seven (7) and eight (8) in Block Addition to the city of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said *Car E. Hamill* do hereby covenant and agree that at the delivery hereof *he 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 *(\$1300.00) Dollars* according to the terms of *one* certain *note* this day executed by the said *Car E. Hamill* to the said part of of the second part *due two years after date with interest at 7% per annum from date said paid*

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 *Car E. Hamill* heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Car E. Hamill (SEAL)
(SEAL)
(SEAL)

STATE OF *Kansas*
Douglas County

BE IT REMEMBERED, That on this 16th day of October, A.D. 1924, before me, *The undersigned* a Notary Public in and for said County and State, came *Car E. Hamill*

L.D.

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 *Sept 17* 1926 *Thomas Harley* Notary Public.

Filed for Record the *20th* day of *Feb* A.D. 1924 at *2:50* o'clock *P.*M.
John E. Willman Register of Deeds
Deputy.