

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 lien thereby created discharged.

As witness my hand this 3 day of August, A.D. 1926.

The Citizens State Bank

By C. B. Holmes, Cashier

Attest:

Comp Seal

Recorded Aug 3 - 1926
Geo. E. McElman
Register of Deeds

This Indenture, Made this 15th day of March in the year of our Lord
one thousand nine hundred and twenty-three, between Cassie M. Newby and
C. W. Newby, her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of
Twenty-five Hundred and no/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain,
sell and mortgage to the said part ies of the second part, their 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 Numbered Five (5) in the Ford's Second
Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Cassie M. Newby and C. W. Newby, her husband
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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
Twenty five hundred and no/100 Dollars
according to the terms of one certain note this day executed
and delivered by the said Cassie M. Newby and C. W. Newby, her husband to the said part ies of the second part
due three (3) years after date and the interest from date
at the rate of 7% per annum, interest payable annually
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 ies of the second part, their 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
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 ies making such sale, on demand, to said Cassie M. Newby and C. W. Newby
Newby her husband heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Cassie M. Newby (SEAL)
C. W. Newby (SEAL)
(SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of March, A.D. 1923, before me,
A. F. McClanahan a Notary Public in and for said County and State, came
Cassie M. Newby and C. W. Newby
her husband 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 30 1925 A. F. McClanahan

Filed for Record the 16th day of March, A.D. 1923, at 9:00 o'clock A. M.

Geo. E. McElman Register of Deeds
Deputy.