

## MORTGAGE RECORD NO. 60

This Indenture, Made this 9th day of April in the year of our Lord one thousand nine hundred and twenty three between Matilde L. Smith and George L. Smith her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and J. H. Mitchell of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have been sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part his 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. 109 in Block No. 39 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 ies of the first part therein. And the said Matilde L. Smith and George L. Smith do hereby covenant and agree that at the delivery hereof they are the lawful owner al of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage for \$1000.00 to the Merchants Loan and Savings Bank

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of one certain note this day executed and delivered by the said Matilde L. Smith and George L. Smith 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 his 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 Matilde L. Smith heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Matilde L. Smith (SEAL)  
Geo. L. Smith (SEAL)  
(SEAL)

STATE OF Kansas

Douglas County } ss.  
BE IT REMEMBERED, That on this 9th day of April A. D. 1923, before me, F. L. Whipple a Notary Public in and for said County and State, came Matilde L. Smith and George L. Smith 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 Jan. 27 1927 F. L. Whipple Notary Public.  
Filed for Record the 10 day of April A. D. 1923 at 9:45 o'clock A. M.  
Geo. E. Wellman Register of Deeds  
Deputy.

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 is hereby released.  
As witness my hand this 16th day of January A. D. 1924  
J. H. Mitchell  
Geo. E. Wellman  
Reg. of Deeds.