

MORTGAGE RECORD NO. 60

This Indenture, Made this 10 day of April in the year of our Lord one thousand nine hundred & twenty three, between William Payne and Leona M. Payne his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wattkins National Bank of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two Hundred fifteen DOLLARS, to thessa duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do, grant, bargain, sell and mortgage to the said part y of the second part its 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:

Lots Six (5) Six (6) Seven (7) & eight (8) in Simpson's Sub Division in that part of the City of Lawrence formerly known as North 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 parties of the first part 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred fifteen Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part y 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 y of the second part, its successors, 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 y making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of William Payne (SEAL) Leona May Payne (SEAL) B. H. Tucker (SEAL)

STATE OF Kansas Douglas County ss.

BE IT REMEMBERED, That on this 10th day of April A. D. 1923, before me, A. F. Flynn a Notary Public in and for said County and State, came William Payne and Leona May Payne his wife 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 10 1926 A. F. Flynn Notary Public.

Filed for Record the 10th day of April A. D. 1923 at 3 20 o'clock P. M. Seal E. Williamson Register of Deeds.

Deputy.

The following is returned for the original instrument.

The not herein above named Wattkins National Bank in full, this mortgage is hereby returned and the same is hereby acknowledged.

As witness my hand this 14 day of August A. D. 1923

Wattkins National Bank (Corp Seal)

Recorded August 14 1923

Seal E. Williamson

Register of Deeds

Seal E. Williamson

The following is returned for the original instrument.