

MORTGAGE RECORD NO. 60

the year of our Lord
 England
 in the County of
 of the second part:
 n of the sum of.....
 DOLLARS,
 grant, bargain,
 tract or parcel of land
 west corner of
 Thaynath Avenue
 thence West
 place of begin-
 t guaranteed
 th west quarter of
 ne West 11 45 rods
 to the place of
 Missouri Street
 6 1/2 rods east line 498
 Street is exactly
 and Northeast quarter
 d.

premises, above granted,
 the sum of.....
 of the second part

part thereof, or inter-
 amount shall become due
 and payable, at any
 moneys arising from such
 e overplus, if any there

hand, and sealed
 land (SEAL)
 and (SEAL)
 (SEAL)

D. 1923, before me,
 County and State, came

personally known to be
 of the same.
 on the day and year

Notary Public,
 o'clock A.M.
 Register of Deeds
 Deputy.

For Partial Release See Book 67 Page 53

This note herein described having been paid in full, this mortgage is hereby

released and the lien thereby created discharged this

day of April 6, 1925 A.D. 19-

As witness my hand this

day of April 6, 1925 A.D. 19-

Attest:

Long, S. C.

This instrument is the original instrument.

This Indenture, Made this 7th day of April in the year of our Lord nineteen hundred and twenty three, between William H. England, her husband of _____ in the County of State of Kansas, of the first part, and The Farmers and National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen Thousand and 00 Dollars, to the said party of the second part, for services, heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, as follows to wit: Beginning at the southeast corner of the Northeast Quarter of section 36, Township 12 Range 19 thence North 57 degrees East 1/2 rods, thence South 45 degrees, thence South 63 degrees, thence South 63 degrees, thence North 57 degrees, thence North 45 degrees to a point on the greater section line, thence North 50 rods to the place of beginning; containing 1/2 acre, the Northeast quarter and the Southeast quarter of said section, also beginning at the northwest corner of the Northwest corner of section 36, Township 12, Range 19, thence North 45 degrees, thence South 63 degrees, thence North 11 45 rods, thence South 23 rods, take the south line of said 2 sections, thence East 11 45 rods to the place of beginning, increasing the beginning at the intersection of the south line of Missouri Street with the south line of Bishop Street extended West, thence West 1/2 feet to the west line of land owned by Kirby & Co., deceased, thence South by west line 14 1/2 feet, thence East 16 3/4 feet to the west line of Greenway Street, thence North by Missouri Street as recently extended, both ends, thence to the place of beginning, decreasing as less in said two lots, greater lot 1/2 acre, less 1/2 acre, in the North half (1/2) of the South half (1/2) of the North half (1/2) of the South half (1/2) of the lot, less 1/2 acre, to a point on the south line of Bishop Street, containing 1/2 acre, the Northeast quarter and the Southeast quarter, with all the appurtenances, and all the estate, title, and interest of the said party of the first part therein. And the said

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, excepting a mortgage for \$13,500.00 on the McKinney Street property and government property located at 1030 McKinney Street,

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Thousand & 00 Dollars

according to the terms of three certain months this day executed and delivered by the said, last named, to the said party of the second part.

The Farmers and National Bank of Lawrence Kansas being 3 months for \$5,000.00 each due January 1st 1924-5-6

and this conveyance shall be void if such payments are 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 party of the second part, to sue, garnish, executors, administrators and assignees, 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 party of the second part, making such sale, on demand, to said

first named, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Alma Miller England (SEAL)

William H. England (SEAL)

(SEAL)

STATE OF Oklahoma
 Kay County

BE IT REMEMBERED, That on this 9 day of April A.D. 1923, before me,

Ethel Past, a Notary Public in and for said County and State, came

Alma Miller England and William H.

England to me personally known to be

L.S. 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 March 29, 1924

Ethel Past

Notary Public

Filed for Record the 14th day of April A.D. 1923, at 10:30 o'clock A.M.

Dear B. Wellman Register of Deeds

Deputy.