

MORTGAGE RECORD NO. 60

This Indenture, Made this 12th day of April in the year of our Lord one thousand nine hundred and twenty-three, between W. E. Wilson and Aletha Wilson, his wife 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 less of the first part, in consideration of the sum of Twenty-two hundred fifty and no/100 DOLLARS, to them 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 less of the second part their successors 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 number Thirteen (13) in Block number Two (2) in Haskell Place City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said W. E. Wilson and Aletha Wilson, his wife 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 Whatever

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty-two hundred fifty Dollars according to the terms of one certain note this day executed by W. E. Wilson and Aletha Wilson, his wife to the said part less of the second part due two years after date with interest from date interest payable semi-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 less 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 surplus, if any there be, shall be paid by the part less making such sale, on demand, to said W. E. Wilson and Aletha Wilson, his wife their heirs and assigns.

IN WITNESS WHEREOF, The said part less 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

W. E. Wilson (SEAL)

Aletha Wilson (SEAL)

(SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of April A. D. 1923, before me, A. J. McClanahan a Notary Public in and for said County and State, came W. E. Wilson and Aletha Wilson 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 30 1925 A. J. McClanahan

Notary Public.
Filed for Record the 17th day of Apr A. D. 1923 at 8:40 o'clock A.M.

Dea. E. McIlman 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 discharged.

Witness my hand this 19th day of April A. D. 1923
Dea. E. McIlman
Register of Deeds

For Release Book 77 Page 423

For Assignment See Book 67 Page 18