

MORTGAGE RECORD NO. 60

This following is a true and correct copy of the original instrument, released and the lien thereby created discharged. As witness my hand this 25th day of July 1923.

Attest
J. E. McElman
July 17, 1923

This Indenture, Made this 25th day of April in the year of our Lord nineteen hundred twenty three between Mary Russell and W. J. Russell, 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 parties of the first part, in consideration of the sum of Three hundred thirty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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:

The East one-half (1/2) of the South one-fourth (1/4) of the following described land: Commencing at a point 10 rods West of the fourth East corner of the Northeast Quarter (1/4) of Section 30, in Township 13, of Range 20 East, thence running due North 40 rods, thence West 12 rods, thence South 40 rods thence East 12 rods to beginning, containing 3/4 of an acre, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Russell and W. J. Russell, her husband 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Thirty Dollars according to the terms of one certain Note this day executed and delivered by the said Mary Russell and W. J. Russell husband to the said parties of the second part due one year after date with interest from maturity at the rate of 10%.

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 parties of the second part their successors 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 parties making such sale, on demand, to said Mary Russell and W. J. Russell, her husband their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 Mary Russell (SEAL) W. J. Russell (SEAL)

STATE OF Kansas } ss. Douglas County }

BE IT REMEMBERED, That on this 25th day of April A. D. 1923, before me, A. F. McElman a Notary Public in and for said County and State, came Mary Russell and W. J. Russell 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 20, 1925 A. F. McElman Notary Public.

Filed for Record the 26th day of April A. D. 1923 at 8:20 o'clock A. M. J. E. McElman Register of Deeds Deputy.