

MORTGAGE RECORD NO. 60

in the year of our Lord

and Julius

in the County of

City

of the second part:

tion of the sum of

DOLLARS,

grant, bargain,

tract or parcel of land

125

ndred

in City

said

premises, above granted,

the sum of

of the second part

mi-annually

any part thereof, or inter-

amount shall become due

trators and assigns, at any

moneys arising from such

the overplus, if any there

Julius

hand, said seal

(SEAL)

(SEAL)

(SEAL)

D. 19.23, before me,

County and State, came

his wife

be personally known to be

on of the same.

seal on the day and year

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.

As witness my hand this 17th day of August A. D. 1923

Attest: L. S. McNeill

Recorded August 11, 1923

Soa E. Williams

Register of Deeds

This Indenture, Made this First day of May in the year of our Lord

one hundred and twenty three (1923) between

Albert Dimery, unmarried of Douglas in the County of

Douglas and State of Kansas, of the first part, and

Melville Wood of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of

One hundred fifty + no/100 (\$150.00) DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he se sold, and by these presents do

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 Number, One hundred seventy-eight (178)

on New York Street in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Albert Dimery hereby covenant and agree that at the delivery hereof he is 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

according to the terms of a certain note this day executed

and delivered by the said Albert Dimery 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

heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has set hereunto his hand, and seal

the day and year first above written.

Signed, Sealed and Delivered in the presence of Albert Dimery (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 1 day of May A. D. 1923 before me,

Frank E. Banks Notary Public in and for said County and State, came

Albert Dimery

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 November 8 1926 Frank E. Banks Notary Public

Filed for Record the 1st day of May A. D. 1923 at 2 00 o'clock P M.

Don E. Williams Register of Deeds

Deputy.

Notary Public

o'clock A. M.

Register of Deeds

Deputy.