

MORTGAGE RECORD NO. 60

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 1st day of May A. D. 1926

By: *W. G. McLaughlin, Notary Public*

Attest:

In presence of Deeds

Recorded May 1 1926

Deed E. McLaughlin

(Keep Safe!)

For Assignment See Book 67 Page 32

This Indenture, Made this 9th day of May in the year of our Lord nineteen hundred and twenty three, between *F. M. Rhodes and Lizzie B. Rhodes his wife* of *Douglas* in the County of *Douglas* and State of Kansas, of the first part, and *The Citizens Bank, Lawrence, Kansas* of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of *Five Hundred 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:

Lot Number One (1) in Block number One (1) in Belmont an addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said *F. M. Rhodes and Lizzie B. Rhodes 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 *whatsoever*

This Grant is intended as a Mortgage to secure the payment of the sum of *Five Hundred and no/100 Dollars*

according to the terms of *only one note* this day executed and delivered by the said *F. M. Rhodes and Lizzie B. Rhodes his wife* to the said parties of the second part *due and payable three years after date with interest from date at 6% 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 parties of the second part, *their 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 *making such sale* on demand to said *F. M. Rhodes and Lizzie B. Rhodes his wife* *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

F. M. Rhodes (SEAL)
Lizzie B. Rhodes (SEAL)

STATE OF *Kansas*

Douglas County

BE IT REMEMBERED, That on this 9th day of May 1923 A. D. 19, before me, *A. F. McLaughlin* a Notary Public in and for said County and State, came *F. M. Rhodes and Lizzie B. Rhodes his wife* to me personally known to be the same persons 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. McLaughlin* Notary Public

Filed for Record the 10th day of May A. D. 1923 at 8:35 o'clock 9 A. M. *Deed E. McLaughlin* Register of Deeds

Deputy.