

MORTGAGE RECORD NO. 60

In consideration of full pay-
ment of the within mortgage I
hereby release the same this
12th day of July 1923
C. H. Williams

ATTEST:
C. H. Williams
Register of Deeds

This Indenture, Made this 12th day of July in the year of our Lord
one thousand nine hundred & twenty three between C. D. Rogers and
Evelyn Rogers, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
C. H. Tucker of the second part:

WITNESSETH That he said part 1st of the first part, in consideration of the sum of
Eighteen hundred fifty-four DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has
sold, and by these presents do grant, bargain,
sell and mortgage to the said part 2d 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:
For No. Sixteen (16) in Block Three (3)
Location Sub-division of Block Fifteen (15) Bab-
cock's Enlarged addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
parties of the first part
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 except a mortgage
for five hundred (\$500.00) Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of
Eighteen hundred fifty-four Dollars
according to the terms of a certain note this day executed
and delivered by the said parties of the first part to the said part 2d 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 inter-
est 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 2d 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 2d making such sale, on demand, to said parties of the first part
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set hand and seal
the day and year first above written.

Signed, Sealed and Delivered in the presence of
C. D. Rogers (SEAL)
Evelyn Rogers (SEAL)

STATE OF Kansas
Douglas County } ss.
BE IT REMEMBERED, That on this 12 day of July A. D. 1923, before me,

A. F. Flinn Notary Public in and for said County and State, came
C. D. Rogers and Evelyn Rogers
L.S. 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 10 1926 A. F. Flinn Notary Public

Filed for Record the 14th day of July A. D. 1923 at 2:30 o'clock P.M.
C. H. Williams Register of Deeds
Deputy.