

# 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 is discharged.

As witness my hand this 20th day of November, A.D. 1923

James E. Wellman, Register of Deeds

Exp. 1923

1923

James E. Wellman, Register of Deeds

This Indenture, Made this 24th day of July, 1923, in the year of our Lord nineteen hundred and twenty three, between D. E. Kunkle and Mildred Kunkle his wife of Lawrence, Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four 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 part of the second part, its successors, 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 numbers One hundred sixty three (163) of One hundred sixty four (164) in Addition number Two (2) in that part of the City of Lawrence, Kansas known as North Lawrence.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred and no/100 Dollars according to the terms of a note this day executed and delivered by the said parties of the first part to the said part of the second part The Lawrence Nat Bank

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 the second part, its successors, heirs 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 the first part making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 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

D. E. Kunkle (SEAL)  
Mildred Kunkle (SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 24 day of July, A. D. 1923, before me, George W. Kunkle a Notary Public in and for said County and State, came D. E. Kunkle and Mildred Kunkle 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 Jan 25 1926

George W. Kunkle Notary Public.  
J. E. Wellman Register of Deeds  
J. E. Wellman Deputy.

Filed for Record the 24th day of July, A. D. 1923, at 4:45 o'clock P.M.

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Recorded Sept 12 1923

James E. Wellman, Register of Deeds