

MORTGAGE RECORD NO. 60

597
397

This Indenture, Made this First day of July in the year of our Lord Thirteen Hundred and Twenty three between Otto Alfred Barton and Mildred Irene Barton in the County of Douglas and State of Kansas, of the first part, and Leita B. Thuma of the second part:

WITNESSETH That the said part Le of the first part, in consideration of the sum of One Hundred (\$100.00) 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 Le of the second part, her 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:

All of Lot One Hundred and Five (105) in Block Twenty Two (32) in that part of the City known as West Lawrence, of the City of Lawrence in the State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part Le of the first part therein. And the said parties of the first part 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 \$100.00

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part Le of the second part for the sum of \$100.00 bearing interest at 6% per annum, dated July 1st 1923

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 part Le of the second part, her 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 Le making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part Le of the first part ha ve hereunto set their hand s and real the day and year first above written.

Signed, Sealed and Delivered in the presence of

Otto Alfred Barton (SEAL)
Mildred Irene Barton (SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of July A. D. 1923, before me, Myrtle McConnell a Notary Public in and for said County and State, came Otto Alfred Barton and Mildred Irene Barton 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 first above written.
My Commission Expires Jan 23 1927 Myrtle McConnell Notary Public.

Filed for Record the July 28th day of July A. D. 1923, at 2:30 o'clock P.M.
Joe E. Wellman Register of Deeds
J. E. Wellman Deputy.

This following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the fee thereon created is hereby paid.
As witness my hand this 13th day of Sept A.D. 1923
Joe E. Wellman
Attest Leita B. Thuma

Recorded Sept 12 1923
Joe E. Wellman
Register of Deeds
Joe E. Wellman