

MORTGAGE RECORD NO. 60

State of Missouri
Jackson County

August 2, 1923 before me, Notary Public, in and for said County and State, came Raymond A. Whiting and Minnie A. Whiting personally known to me, and they acknowledged to me the execution of the foregoing instrument and duty as witnesses of the same.

This Indenture, Made this Fifteenth day of August in the year of our Lord nineteen hundred twenty three between Raymond A. Whiting and Minnie A. Whiting of the County of Douglas and State of Kansas, of the first part, and Minnie Criss of the second part:

WITNESSETH That the said part Raymond A. Whiting and Minnie A. Whiting of the first part, in consideration of the sum of Fifty-five hundred & no 100 (\$5500.00) 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 Minnie Criss 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:

The South six feet of lot number one hundred fifty-four (154) and the north three fourths (3/4) of lot number one hundred fifty-six (156) on Ohio Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part Raymond A. Whiting and Minnie A. Whiting of the first part therein. And the said Raymond A. Whiting and Minnie A. Whiting do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seizer 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 fifty-five hundred & no 100 according to the terms of one certain note this day executed and delivered by the said Raymond A. Whiting and Minnie A. Whiting to the said part due five years after date 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 her 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 her making such sale, on demand, to said Raymond A. Whiting heirs and assigns.

IN WITNESS WHEREOF, The said part Raymond A. Whiting and Minnie A. Whiting of the first part have hereunto set their hand, seal and real seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Raymond A. Whiting (SEAL) Minnie A. Whiting (SEAL)

STATE OF Kansas }
Douglas County }

BE IT REMEMBERED, That on this 15th day of August A. D. 1923, before me, Frank E. Banks a Notary Public in and for said County and State, came Raymond A. Whiting

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 November 8 1926 Frank E. Banks Notary Public.
(See second acknowledgment on margin)

Filed for Record the 18th day of Aug A. D. 1923 at 10:40 o'clock A. M.
Dea. E. Whellman Register of Deeds

The following is endorsed on the original instrument:
The note herein mentioned having been paid in full, this mortgage is hereby released and the lien thereby created extinguished.
As witness my hand this 24th day of July A. D. 1925
Minnie Criss