

MORTGAGE RECORD NO. 60

This Indenture, Made this 22nd day of August in the year of our Lord 1923 between Lillian R. Leis (widow) of Douglas and State of Kansas, of the first part, and C. S. Jones of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of thirty-one hundred and 7/100 DOLLARS, to her duly paid the receipt of which is hereby acknowledged, ha she sold, and by these presents do she grant, bargain, sell and mortgage to the said part of 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: Lot No. Three (3), the East eight (8) feet of Lot No. four (4) five (5) and six (6) and all of Lot No. one (1) and two (2) less that part of said lot embraced within the following track: Beginning sixteen (16) feet East of the Northwest corner of said Lot No. 1 one (1) thence East one hundred twenty eight (128) feet thence South fifty (50) feet thence West 12.8 feet thence North fifty feet to the place of beginning all in Block Fifteen (15) second addition to the City of Lawrence, also Lot No. one (1) the North half (1/2) of Lot No. two (2), the East eight (8) feet of Lot No. twelve (12) and the East eight (8) feet of the North half (1/2) of Lot No. eleven (11) all in Block Two (2) second addition to the City of Lawrence, Kansas. This mortgage is given for the full purchase price of above described property with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said first party do she hereby covenant and agree that at the delivery hereof she is the lawful owner of 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 Thirty-one hundred and 7/100 Dollars, according to the terms of note certain note this day executed by and delivered by the said Lillian R. Leis to the said part of of the second part C. S. Jones

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 of of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, of 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 making such sale, on demand, to said first party her heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha she hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Lillian R. Leis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of Aug. A. D. 1923, before me,

L.S. Lillian R. Leis a Notary Public in and for said County and State, came

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 January 20 1924 Geo. T. Wetzel Notary Public.

Filed for Record the 22nd day of Aug. A. D. 1923 at 4:35 o'clock P.M.

Geo. T. Wetzel Register of Deeds

Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 28th day of February 1924

ATTEST:
Geo. T. Wetzel
Register of Deeds