

MORTGAGE RECORD NO. 60

This Indenture, Made this 10th day of August in the year of our Lord one thousand nine hundred and twenty-three, between Patience E. Lassing and Raymond C. Lassing, husband and wife in the County of Douglas and State of Kansas, of the first part, and Fred E. Alford of the second part:

WITNESSETH That the said part all of the first part, in consideration of the sum of Eighteen 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 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:

Lot number thirty eight (38) and the North seventeen and one half (17 1/2) feet of lot Thirty seven (37) in Lot number subdivision of Block number nine (9) in Baker's Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Patience E. Lassing and Raymond C. Lassing, her husband 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 save a mortgage for \$1600.00 given to the Mercantile Loan and Savings Bank dated April 27, 1923 at 6 1/2% interest.

This Grant is intended as a Mortgage to secure the payment of the sum of Eighteen hundred and no/100 - Dollars according to the terms of one certain note this day executed

and delivered by the said Patience E. Lassing and Raymond C. Lassing, her husband to the said part of of the second part his and payable five (5) years after the date with interest from date of the note of 6 1/2% per annum, interest payable quarterly \$20.00 to be paid on the first day of January, 1924, and \$20.00 to be paid on the first day of each succeeding month until paid in full, 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, 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 surplus, if any there be, shall be paid by the part of making such sale, on demand, to said Patience E. Lassing and Raymond C. Lassing, her husband and their heirs and assigns.

IN WITNESS WHEREOF, The said part all of the first part have hereunto set their hand and seal at the day and year first above written.

Signed, Sealed and Delivered in the presence of Patience E. Lassing (SEAL) Raymond C. Lassing (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 23rd day of August A. D. 1923, before me, G. S. McCloud a Notary Public in and for said County and State, came Patience E. Lassing and Raymond C. Lassing her husband to me personally known to be the same person who 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 20 1925 G. S. McCloud Notary Public

Filed for Record the 23rd day of August A. D. 1923 at 4:30 o'clock P. M. Edw. B. Wellman Register of Deeds Deputy.

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 acknowledged.
As witness my hand this 10th day of July A. D. 1927
Fred E. Alford
Attorney

This Indenture was written on the original paper and signed by the parties on the day and date first above written.

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 acknowledged.
As witness my hand this 10th day of July A. D. 1927
Fred E. Alford
Attorney

Recorded 31 March 1926
Edw. B. Wellman