

MORTGAGE RECORD NO. 60

This Indenture, Made this 29th day of August in the year of our Lord one thousand nine hundred and twenty three, between John R. Dyer and Dorothy T. Dyer his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Ralph E. Carter of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of six hundred forty nine DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd of the second part well 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 north fifty (50) feet of Lot Four (4) in Block Number (7) in Paley's addition to the City of Lawrence in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John R. Dyer and Dorothy T. Dyer

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, except as mortgage to the Fraternal Aid Union of Lawrence, Kansas for \$300.00

This Grant is intended as a Mortgage to secure the payment of the sum of six hundred forty nine DOLLARS according to the terms of certain written promise to pay, this day executed

and delivered by the said parties of the first part to the said part 2nd of the second part in writing provided for the payment of said sum of \$649.00 in monthly payments of \$40.00 each with interest at 6% on all deferred payments 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 2nd of the second part well 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 1st of the first part John R. Dyer and Dorothy T. Dyer their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have well hereunto set their hand, and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of

John R. Dyer (SEAL)
Dorothy T. Dyer (SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 29 day of August A. D. 1923, before me, C. A. Smart a Notary Public in and for said County and State, came L. S. John R. Dyer and Dorothy T. Dyer 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 on the 2 day of Sept. 1925 C. A. Smart Notary Public.

Filed for Record the 30th day of Aug A. D. 1923 at 12 o'clock P.M.
Ralph E. Carter Register of Deeds
Deputy.

The following is endorsed on the original instrument.

This mortgage having been paid in full, it is hereby released by the mortgagee, Ralph E. Carter, on the 30th day of January, 1925.

Recorded Feb. 27 - 1925
Ralph E. Carter Register of Deeds