

## MORTGAGE RECORD NO. 60

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 discharged.  
As witness my hand this 2nd day of February, A. D. 1923.

Attest:

J. W. Miller.

Recorded Feb. 3 - 1923  
J. W. Miller  
Register of Deeds

This Indenture, Made this Third day of January in the year of our Lord  
thirteen hundred and twenty two between Jessie L. Fugate  
widow of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
J. W. Miller of the second part:

WITNESSETH That the said part J. of the first part, in consideration of the sum of  
Thirty four hundred and Sixty (\$3460.00) DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, has sent sold, and by these presents do con 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 One Hundred and Ninety  
eight (198) Douglas Street, in the City of  
Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
party of the first part do es hereby covenant and agree that at the delivery hereof she 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  
\$3460.00

according to the terms of one certain note this day executed  
and delivered by the said party of the first part Jessie L. Fugate to the said part of of the second part  
J. W. Miller with note drawing interest at 7% per  
annum, payable semi annually.

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 of of the second part, his 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 party of the first part - her  
her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jessie L. Fugate (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of October A. D. 1923, before me,  
L. S. Myrtle McConnell a Notary Public in and for said County and State, came  
Jessie L. Fugate widow.

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 Jan. 23 - 1927

Myrtle McConnell  
Notary Public.

Filed for Record the 2nd day of Oct. A. D. 1923 at 11 o'clock A. M.

J. W. Miller Register of Deeds

Deputy.