

MORTGAGE RECORD NO. 60

This Indenture, Made this 28th day of September in the year of our Lord one thousand nine hundred and twenty three between Edith Steele Lobb and Fred W. Lobb of Lawrence in the County of Douglas and State of Kansas of the first part, and The Lawrence National Bank of Lawrence Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Thirty five hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part its successors, 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 Seven (7) Block Five (5) Lawrence
Placed, and addition to the City of
Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty five hundred and no/100 according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said parties of the second part The Lawrence National Bank

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 parties of the second part its successors, heirs 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 parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Edith Steele Lobb (SEAL)
Fred W. Lobb (SEAL)
(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of October A. D. 1923, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Edith Steele Lobb and Fred W. Lobb her husband 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 25 1926 Geo. W. Kuhne Notary Public.
Filed for Record the 2nd day of Oct A. D. 1923 at 4 55 o'clock P.M.
Geo. E. 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 discharged.

As witness my hand this 2nd day of May A.D. 1931
Lawrence National Bank
Comp. Sec.
Attest:

recorded
May 4th 1931
Geo. E. Wellman
Register of Deeds