

MORTGAGE RECORD NO. 60

This Indenture, Made this second day of January in the year of our Lord one thousand two hundred twenty three between Mellie A. Wootton and Fremont A. Wootton her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Ida Ruth Wootton of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two hundred Twenty \$200.00 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 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:

The South Forty Five (45) feet of Lot Numbered One Hundred and Fourteen (114) on Pennsylvania Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they the lawful owner s 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 \$1290.00 according to the terms of One certain note this day executed and delivered by the said parties of the first part to the said part of of the second part bearing date of January 2nd 1923 and due on or before five years after date with 7% interest per annum from date until paid 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, 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 of making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Mellie A. Wootton (SEAL)
Fremont A. Wootton (SEAL)
(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of October A. D. 1923, before me, the undersigned a Notary Public in and for said County and State, came Mellie A. Wootton and Fremont A. Wootton her husband to me personally known to be the same person s 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 September 15th 1926 B. J. Hilkey Notary Public.

Filed for Record the 4th day of Oct A. D. 23 at 9:45 o'clock A. M.

Ida B. Wootton Register of Deeds
Deputy.