

MORTGAGE RECORD 63

SAML DODSWORTH STATIONERY CO KANSAS CITY, MO 64108

This Indenture, Made this 23rd day of April, A. D. 1923, between
James Naismith and Maudie E. Naismith, his wife

of Douglas County, in the State of Kansas, of the first part, and THE Lawrence BUILDING AND LOAN ASSOCIATION, of LAWRENCE, KANSAS, of the second part:

WITNESSETH: That the part ies of the first part, in consideration of the sum of
Three Thousand and no/100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lot Number Ten (10) in Block Number Twelve
(12) Babcock's Enlarged Addition to the city of
Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure payment of the sum of Three Thousand and no/100 DOLLARS, with interest and premium thereon, and such fines and charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said THE Lawrence BUILDING AND LOAN ASSOCIATION to the part ies of the first part upon 30 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 551 which said shares have been assigned to said Association with all future payments, earnings and dividends thereon, which said interest, premium and dues on said shares, the first part ies agree to pay in monthly installments, making a total monthly payment of \$ 38.10, payable as follows: thirty eight and 10/100 Dollars, (\$ 38.10) on or before the last day of April 1923, and a like sum on or before the last day of each and every month thereafter to and including the month of March 1923.

Now, if said part ies of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

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

James Naismith
Maudie E. Naismith

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 23 day of April, A. D. 1923, before

me, the undersigned, a Notary Public in and for the County and State aforesaid, came

L.S. James Naismith and Maudie E. Naismith, his wife
 who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

M. J. Francisco, Notary Public.

My Commission expires July 19 1924.

Filed for Record on the 24th day of April, A. D. 1923, at 4:00 o'clock P. M.

Joe E. McElwain, Register of Deeds.

Deputy.

This instrument is endorsed on the original instrument.
 The mortgage has been paid in full and the Register of Deeds
 has been notified to release it of record.
 By Harry C. Leasing President -
Lawrence, Kansas, May 4 - 1925

Clifford
Green Dyer
Secretary

Wm. C. McElwain
Register of Deeds

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