

MORTGAGE RECORD 63

SAUL DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this 10th day of September, A. D. 1923, between Noble P. Sherwood and Mary E. Sherwood 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 parties of the first part, in consideration of the sum of Five Hundred 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) Block Twenty (20) Babcock's Addition, an addition to the City of Lawrence.

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

PROVIDED ALWAYS, And this instrument is executed and delivered to secure payment of the sum of Five Hundred 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 parties of the first part upon 5 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 601 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 do agree to pay in monthly installments, making a total monthly payment of \$6.35, payable as follows: Six and 35/100 Dollars, (\$6.35) on or before the last day of September, 1923, and a like sum on or before the last day of each and every month thereafter to and including the month of August, 1923.

Now, if said parties 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 parties of the first part have hereunto set their hand & the day and year first above written.

Noble P. Sherwood
Mary E. Sherwood
State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 13th day of September, A. D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L.S. Noble P. Sherwood who is personally known to me to be the same person who executed the within instrument of writing, and such person 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.
W. H. Place, Notary Public.
My Commission expires Jan. 8th, Hennepin County, Minn., 1924.

Filed for Record on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M.
State of Kansas } ss
Douglas County

Be it Remembered, That on this 15th day of September, A. D. 1923, before me, E. Coen Byrum, a Notary Public in and for said County and State, came Mary E. Sherwood, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the 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 December 15th, 1925 (A.S.)
D. Coen Byrum, Notary Public
Recorded Sept. 15-1923
St. 4:55 P.M.
Gen E. Wellman.

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.
Attest: L.S. Sherwood
Notary Public
Lawrence, Kansas
Jan. 10-1924

This Indenture was written on two originals, one of which is retained by the Notary Public, and the other is to be retained by the party of the first part.

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.
Attest: Gen E. Wellman
Notary Public
Lawrence, Kansas
Jan. 10-1924