

MORTGAGE RECORD NO. 63

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64101

FORM 2

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 10th day of January A.D. 1924

Attest

The following is endorsed on the original instrument

1924

Notary Public
State of Kansas
D. Coen Byrn
his wife

This Indenture, Made this 26th day of January in the year of our Lord
nineteen hundred twenty-four between James Naismith and
Maude E. Naismith, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
L. E. Friend of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Twenty-one Hundred Seventy-seven and 5/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell, bargain,
sell and mortgage to the said party 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 Twenty (20) in Block
Nine, (9), in University Place, an addition
to the city of Lawrence.

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 except two mortgages
held by the Lawrence Building Loan Association amounting to \$5250.00.

This Grant is intended as a Mortgage to secure the payment of the sum of

\$2,177.50

Dollars

according to the terms of one certain note this day executed
and delivered by the said James Naismith and Maude E. Naismith (his wife) to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party of the second part, his 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 party of the first part making such sale, on demand, to said

James Naismith and Maude E. Naismith, their heirs and assigns.
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal on
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jos. Naismith (SEAL)
Maude E. Naismith (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 26th day of January A. D. 1924, before me,
L. S. D. Coen Byrn a Notary Public in and for said County and State, came
James Naismith and Maude E. Naismith,
his wife 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 December 15th 1925 D. Coen Byrn Notary Public.

Filed for Record the 29th day of January A. D. 1924, at 2 o'clock P. M.
Isa C. Wellman Register of Deeds.

Deputy.