

MORTGAGE RECORD NO. 58

This Indenture, Made this 10th day of December in the year of our Lord nineteen hundred and twenty between Lincoln H. Patefish and his wife Emma S. Patefish of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Jess Christy of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of

Six Thousand and no/100 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 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: Beginning at the point on the southeast corner of Section Seven (7) in Township Thirteen (13) South of Range Twenty (20) East of Meridian (19) Sixth Principal Meridian (6th P.M.) to have thence with East corner of said section, thence thence on said South line four (4) chains, thence South to the center of the channel of the Lawrence creek, thence up the center of said channel to a point opposite the mouth of Shunk Hollow, thence South 65° West One (1) 1/2° Chain; thence North 85° 45' West three (3) 1/2° chains to the center of said center of the Lawrence and Emporia State road, thence North easterly along the center of said State road One (1) 1/2° chain to its intersection with said south line, thence South on said South line, thence North on said South line to a point twenty six (26) 1/2° chains West of the southeast corner of said section, thence North twenty chains to a point thence East twenty six (26) 1/2° chains to the East line of said section, thence South on said East line six (6) 1/2° chains to the center of State road, thence South westerly along the center of State road to a point four (4) 1/2° chains West of said East line, thence South to the place of beginning, excepting however railroad right of way and also excepting 5 1/2 acres decided among themselves.

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

Lincoln H. Patefish and his wife, Emma S. Patefish

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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

Six Thousand and no/100 Dollars

according to the terms of one certain note this day executed

and delivered by the said Lincoln H. Patefish and his wife, Emma S. Patefish to the said part 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 part 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 part making such sale, on demand, to said part of the first part, their

heirs and assigns.

IN WITNESS WHEREOF, The said part 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

L.H. Patefish (SEAL) Lincoln H. Patefish (SEAL) Emma S. Patefish (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of December A. D. 1920, before me,

John B. Emick a Notary Public in and for said County and State, came

Lincoln H. Patefish and his wife, Emma S. Patefish

to me personally known to be the same person who executed the foregoing instrument, 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 January 13, 1924 John B. Emick Notary Public.

Filed for Record the 27 day of Dec A. D. 1920, at 10:20 o'clock A. M.

Estelle Northrup Register of Deeds Fern Flora Deputy.

See Release See Book 65 Page 42

This note herein described having been paid in full, this mortgage is hereby cancelled and the same is returned to the mortgagor.