

MORTGAGE RECORD—59.

This Indenture, Made this 6th day of August A. D. 1921 between
Bernie M. Skaggs and Rachel Skaggs, his wife,

of Douglas County, in the State of Kansas of the first part, and
Frederick M. Hartman
 of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of
Three Hundred Thirty-three & 00/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part his
 heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas
 to wit:

The West One Hundred Acres (100 acres) of the Northwest
Quarter Section Ninth (9) Township Tenth (10) Range Eighth
(18), East of the Sixth Principal Meridian

This mortgage to cover only first parties' undivided interest
and is subject to another certain mortgage assigned to said
second party for \$3000.00, and also to another mortgage for
\$750.00 given to the First State Bank of Overbrook, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said parties of the first part

has on this day executed and delivered one certain promissory note in writing to said part of of the second part, of which the following is
 copy: \$333.00 Overbrook, Kansas, August 1921

One year after date, for value received, we, or either of us, pro-
mise to pay to the order of Frederick M. Hartman Three
Hundred Thirty-three & 00/100 Dollars at The Kansas State Bank, Overbrook,
Kansas with interest at 7 per cent, per annum from date until
paid.
Signature of mortgagor, waive demand, protest and notice of non-payment
Privilege to pay any time in case of sale of the farm Bernie M. Skaggs
Rachel Skaggs

P.O.

No. One

Copy

(P.O. 82)

Now, If said part 1st of the first part shall pay or cause to be paid to said part of of the second part, his heirs or assigns, said sum of money
 in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged
 and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,
 and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made
 due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part of of the second part
 shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part has set hereunto set their hand, at the day and year first above written.

Executed in the presence of

Witness

Bernie M. Skaggs
Rachel Skaggs

STATE OF KANSAS,

Osage County, ss.

Be It Remembered, That on this 6th day of August A. D. 1921 before me

J. A. Plesler
(L.S.) Bernie M. Skaggs and Rachel Skaggs, his wife,
 who to me personally known to me to be the same person and who executed the within instrument of writing, and such person
 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 July 12th 1922

J. A. Plesler

Notary Public.

Recorded Sept 7th. 1921
 at 8:10 o'clock a.m.

Estelle Northrup
Register of Deeds.