

MORTGAGE RECORD-59.

This Indenture, Made this 19th day of January A. D. 1922 between
Mary S. Learnard, a widow, by Oscar E. Learnard, her attorney-in-fact.

of Douglas County, in the State of Kansas of the first part, and
Frank I. Buckingham,
 of Jackson County, in the State of Missouri of the second part;

Witnesseth, That said part y of the first part, in consideration of the sum of _____ DOLLARS,
Two Thousand and no/100

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

Sixty-five (65) acres in the East half (E 1/2) of the Northeast quarter (NE 1/4) of Section Seven (7), Township Thirteen (13), Range Twenty (20), East of the 6th., being all of said East Half lying East of the Railroad Right-of-way, except the North Fifteen (15) acres of the East Half of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of said Section Seven (7), Township Thirteen (13), Range Twenty (20).

Subject to a first mortgage encumbrance in the amount of \$5,000 dated October 18, 1921 and due four years after date with interest at the rate of 6 1/2 per annum, payable semi-annually.

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

Provided Always, And these presents are upon this express condition, that whereas said Mary S. Learnard, by Oscar E. Learnard, her attorney-in-fact.

has ss this day executed and delivered her certain promissory note in writing to said part y of the second part, of which the following is a true copy.

\$2000.00 Lawrence, Kansas, January 19, 1922.
On or before one (1) year after date I, promise to pay to Frank I. Buckingham or order Two Thousand and no/100 Dollars at office of Charles H. Rechner, 228 Lee Bldg., Kansas City, Mo. For value received, with interest thereon at eight per cent per annum from date until paid, interest payable semi-annually; and if interest be not paid when due, same is to become part of the principal and the total sum to bear 8 per cent interest.

Mary S. Learnard
By Oscar E. Learnard (signed)
Her Attorney-in-fact.

Now, If said part y of the first part shall pay or cause to be paid to said part y 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 y of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part y of the first part has ss herunto set his hand the day and year first above written.

Executed in the presence of

STATE OF KANSAS,

County, } ss.

Be It Remembered, That on this _____ day of _____ A. D. 19____ before me

who _____ 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 Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires _____

19____

Notary Public.

Recorded Jan 20th 1922
 at 1:50 o'clock P.M.

Estelle W. Anthony
 Register of Deeds

This Indenture, here of the said Court of Douglas County, Kansas, do hereby certify that a true and correct copy of the same was made by said Clerk of said County, on the 19th day of January, 1922, in accordance with the provisions of the Act in that behalf directed, and that the same is duly recorded in Volume 11, Page 59 of the Mortgage Record of said County, Kansas. Witness my hand this 19th day of January, 1922.

Correct
 Filed 15 19 25
 Oscar E. Learnard
 This Indenture, here of the said Court of Douglas County, Kansas, do hereby certify that a true and correct copy of the same was made by said Clerk of said County, on the 19th day of January, 1922, in accordance with the provisions of the Act in that behalf directed, and that the same is duly recorded in Volume 11, Page 59 of the Mortgage Record of said County, Kansas. Witness my hand this 19th day of January, 1922.

The following is endorsed on the original instrument.
 The note herein described and the mortgage thereon are hereby acknowledged by the parties thereto.

Feb. 5th 1922