

MORTGAGE RECORD NO. 60

This Indenture, Made this 13th day of January in the year of our Lord 1920 between Quay J. Mathew and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles E. Sutton of Colorado Springs, Colo party of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Twenty one thousand four hundred and eighty and 00/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he has 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: The North half and the Southeast quarter of section five, township twelve, range twenty in said county and state

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 except a first mortgage for thirty thousand dollars recorded Book 57 Page 42 and commission mortgage for \$200.00 in favor of the Pioneer Mortgage Company This Grant is intended as a Mortgage to secure the payment of the sum of \$21,480.00 Dollars

according to the terms of note certain note this day executed and delivered by the said parties of the first part to the said part of 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 payment, 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 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 of making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part has set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Quay J. Mathew (SEAL) Jeffrey D. Mathew (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 13th day of January A. D. 1920, before me, A. F. Fliener a Notary Public in and for said County and State, came Quay J. Mathew and Jeffrey D. Mathew to me personally known to be the same person who 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 April 10 1923 A. F. Fliener Notary Public.

Filed for Record the 13th day of Jan A. D. 1921, at 11:05 o'clock P.M. Estelle D. Northrup Register of Deeds

This mortgage is subject to the official statement of the mortgagee herein. The mortgagee herein is hereby notified that this mortgage is subject to the official statement of the mortgagee herein. A. D. 1921.

Recorded Feb. 24, 1921 Estelle D. Northrup