

MORTGAGE RECORD NO. 60

This Indenture, Made this February 13 day of February in the year of our Lord nineteen hundred and twenty, between Carl Van Hoesen and Alice Van Hoesen, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and George Van Hoesen of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Three thousand (\$3000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 South West quarter (14) of the North West quarter (14) of Section Twenty two (22) Township Fourteen (14) Range Nineteen (19), containing 40 acres, more or less

It is understood and agreed that first parties may pay the principal sum herein or any multiple thereof at any interest paying time

with all the appurtenances, and all the estate, title and interest of the said part ies 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \$3000.00

according to the terms of one certain note this day executed by and delivered by the said parties of the first part to the said part y of the second part drawing interest at 5% per annum payable semi-annually in favor of second party 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 y 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Carl Van Hoesen (SEAL)
Alice Van Hoesen (SEAL)
(SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 15 day of January A. D. 1921, before me, Myrtle McConnell a Notary Public in and for said County and State, came Carl Van Hoesen and Alice Van Hoesen 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 Jan 23 1923 Myrtle McConnell Notary Public.

Filed for Record the 15 day of Jan A. D. 1921 at 4:10 o'clock P.M.
Estelle Northrup Register of Deeds
Deputy.

This mortgage is intended to secure the payment of the sum of \$3000.00 and interest thereon at the rate of 5% per annum. It is understood and agreed that the principal sum herein or any multiple thereof may be paid at any interest paying time. As witness my hand this 13th day of February, A. D. 1921.

Recorded Jan 26 1921
 Estelle Northrup
 Register of Deeds
 Douglas County, Kansas