

## MORTGAGE RECORD NO. 60

The following is an extract from the original instrument:

The note herein described having been duly filed, the Mortgage is hereby released and the lien thereon cancelled.

25% James Cox A. D. 1923  
James Cox  
 Executive of the United Fruit and Sugar  
Company  
 the United Fruit Company

Jan. 25 23

Received Jan. 23  
J. E. S.

Minister of Health

This Indenture, Made this 21<sup>st</sup> day of January in the year of our Lord 1907 between James M. Surges and Walter S. Sargent, trustees of the University of Chicago of Chicago in the County of Douglas and State of Kansas, of the first part, and Lucy Blair of the second part:

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

Three Hundred and Fifty 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 party of the second part 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 school (2) at the South side (1) of the South-west corner  
(12) of Section Nine (9) in Township Twelve (12) of Range 10 East  
(19) in said County and State.

The mortgagee agreed to put the building on fire insurance against fire light - is a condition to the extent of their power, the mortgagee's name was appearing as by the mortgagee with a note was loan attached, making loan, unable to add mortgage or assign, as interest was already and failing to do so holder of mortgage may have come insured and the cost of so doing add 4% to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said parties of the first part  
do hereby covenant and agree that at the delivery hereof therein the lawful owner all 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 Three hundred and fifty dollars according to the terms of — 8241 — certain — 2011 — this day executed.

and delivered by the said parties of the first part to the said party of the second part one year after the date of the instrument thereon according to the terms of said instrument and page fourth attached.

and this conveyance shall be void if such payment<sup>s</sup> be made as herein specified. But if default be made in such payment<sup>s</sup>; 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 party<sup>s</sup> 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 party<sup>s</sup> making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 44 of the first part has 41 hereunto set 41 hand 41 and seal 41  
the day and year first above written

Signed, Sealed and Delivered in the presence of

*Jennine Roth* ..... (SEAL)

*Samuel Sawyer* ..... (SEAL)

*Maude Sawyer* ..... (SEAL)

STATE OF Nevada } ss.  
Douglas County  
 BE IT REMEMBERED, That on this 26<sup>th</sup> day of January A. D. 1921, before me,

281  
 \_\_\_\_\_ a Notary Public in and for said County and State, came  
 \_\_\_\_\_  
 \_\_\_\_\_ to me personally known to be  
 the same persons 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 30<sup>th</sup> March 1944 James Hart  
Notary Public

Filed for Record the 20<sup>th</sup> day of July A. D. 1901, at 1:50 o'clock. PM

.....Register of Deeds

..... Deputy.

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The information contained on this original instrument.

It is further described having been paid in full, this mortgage is hereby released and the same is hereby discharged. Witness my hand this 23rd day of May 1901.

Recorded Apr. 22 1921

For Affidavit see  
Book 140 page 74