

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument. The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 18th day of January A. D. 1925. Matthew Johnson, Clerk.

Recorded - January 1925 - Deal Billings - Register of Deeds

For assignment see Book 162, Page 381.

This Indenture, Made this 17 day of February in the year of our Lord nineteen hundred and twenty five between James H. Humphreys and Pearl B. Humphreys his wife of Braden in the County of Brown and State of South Dakota of the first part, and Eliza C. Bates of Cheyenne, Wyoming of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty two hundred eighty nine 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 her 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 West half of the Northeast quarter of Section Eleven (11) and the North thirty (30) acres of the West seventy five (75) acres of the Southeast quarter of Section Eleven (11) all in Township Thirteen (13) South of Range Eighteen (18) East containing One Hundred ten (110) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Twenty two hundred eighty nine Dollars according to the terms of a certain mortgage note this day executed and delivered by the said parties of the first part to the said party 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 party of the second part, her heirs, 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 sale 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 party of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written. Signed, Sealed and Delivered in the presence of James H. Humphreys (SEAL) Pearl B. Humphreys (SEAL)

STATE OF Kansas } ss. Douglas County } BE IT REMEMBERED, That on this 18th day of March A. D. 1925, before me,

(L.S.) James H. Humphreys and Pearl B. Humphreys 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 1924 G.M. Mauter Notary Public.

Filed for Record the 18th day of March A. D. 1925 at 2:05 o'clock P.M. Estelle L. Lathrop Register of Deeds Deputy.