

## MORTGAGE RECORD NO. 60

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred and twenty one, between Henry, Isaac and May Carson Plaintiff of the County of Douglas of Kansas of the first part, and Ellen M. Yager of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have here sold, and by these presents do here grant, bargain, sell and mortgage to the said parties of the second part here 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 half (1/2) of the South east quarter (1/4) of Section Twenty-two (22) in Township Thirtieth (30) of Range Twenty (20) in said County and State

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 owners 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 Five hundred Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties of the second part payable twelve years after date with interest thereon according to the terms of said note and compound interest

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 parties of the second part here 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 parties making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have herein hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Hugh Blair

Henry Carson (SEAL)

May Carson (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of March A. D. 1921, before me,

Hugh Blair

Henry Carson and May Carson 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 28<sup>th</sup> Dec 1921

Hugh Blair

Notary Public.

Filed for Record the 11 day of March A. D. 1921 at 8:20 o'clock A.M.

Estlin Northrup

Register of Deeds

Frank Howard

Deputy.

The following is a true and correct copy of the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Dec. 28<sup>th</sup> 1922

Estlin Northrup, Register of Deeds

November 21, A. D. 1922

Ellen M. Yager

James West

The following is a true and correct copy of the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded September 6, 1922

Estlin Northrup, Register of Deeds

Frank Howard, Deputy