

MORTGAGE RECORD NO. 60

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This Indenture, Made this 26th day of March in the year of our Lord nineteen hundred and twentyone between J. H. Chandler and his wife Emma M. Chandler of Douglas in the County of Douglas and State of Kansas, of the first part, and J. H. Anderson of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty five hundred 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 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:

Beginning at a point 6.2 1/2 Rods South of the North West corner of the North East Quarter of Section Six (6) Township Thirtynine (39) Range Twenty (20) and 19 Rods East of the West line of said Quarter Section, thence South 13 24/100 rods thence East 19 rods, thence North 13 24/100 rods, thence West 19 rods to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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 Twenty five hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part J. H. Anderson.

and this conveyances 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, 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 making such sale, on demand, to said first parties their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of J. H. Chandler (SEAL) Emma M. Chandler (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 26th day of March A. D. 1921, before me, John B. Emick a Notary Public in and for said County and State, came J. H. Chandler and his wife Emma M. Chandler 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 January 13 1924 John B. Emick Notary Public.

Filed for Record the 29 day of March A. D. 1921, at 8 25 o'clock A.M. Esther Nechtraup Register of Deeds Ernest Horan Deputy.

For assignment see Book 62 Page 229. Oct. 4th 1923 Seal & Notary Public J. H. Anderson