

MORTGAGE RECORD NO. 60

This Indenture, Made this 26th day of March in the year of our Lord one thousand two hundred twenty one, between Mary A. Perkins and F. M. Perkins, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Midwest Revenue Trust Company of Kansas City, Missouri of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen Thousand (\$15,000.00) 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 their successors 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: One (1) Acre, more or less, of the Northwest Quarter (NW 1/4) of Section Eight (8), Township Twenty Eight (28) North, Range Twenty (20) East, in the City of Lawrence, Douglas County, Kansas.

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 except a mortgage for \$20,000.00 of even date given to The National Life Insurance Company of New York. This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Thousand (\$15,000.00) Dollars according to the terms of and certain note this day executed and delivered by the said parties of the first part to the said party of the second part. Parties of the first part agree to process and deliver to second party policies of insurance insuring to Law Howard Delaware against loss by fire in Canada 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 party of the second part, their successors, 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 parties 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 Mary A. Perkins (SEAL) F. M. Perkins (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 26th day of March A. D. 1921, before me, F. Henry Perkins a Notary Public in and for said County and State, came Mary A. Perkins and F. M. Perkins, her husband

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. 1st 1924 F. Henry Perkins Notary Public.

Filed for Record the 2nd day of April A. D. 1921, at 2:50 o'clock P.M. Estevan Northrup Register of Deeds Ernest H. Ford Deputy.