

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Witness my hand this 21st day of June, 1923
A. D. 1923
J. E. Parker
Attest: M. M. Clark
Register of Deeds

Recorded June 11th 1923
J. E. Parker
Register of Deeds

This Indenture, Made this 22nd day of February in the year of our Lord nineteen hundred and twenty one, between Mary A. Atherton & E. H. Atherton of Douglas and State of Kansas, of the first part, and H. B. Gustin of Baldwin City, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three 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: All of Lot 52-54-56-58-60-62-64 and 66 Indiana Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary A. Atherton and E. H. Atherton, do hereby covenant and agree that at the delivery hereof, they were 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 Three Hundred Dollars according to the terms of certain note, this day executed and delivered by the said Mary A. Atherton and E. H. Atherton to the said party of the second part due in two years at 6% 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 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 sale, 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. Atherton (SEAL)
E. H. Atherton (SEAL)

STATE OF Kansas } ss.
Douglas County }
BE IT REMEMBERED, That on this 22nd day of February A. D. 1921, before me, J. T. Trumbull, a Notary Public in and for said County and State, came Mary A. Atherton and E. H. Atherton 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 July 28, 1923 J. T. Trumbull Notary Public.

Filed for Record the 6 day of May A. D. 1921 at 2:10 o'clock P. M.
Edwin Markham Register of Deeds
Frank Starr Deputy.