

MORTGAGE RECORD NO. 60

This Indenture, Made this 13th day of May in the year of our Lord one thousand and twenty one (1921) between Elroy A. Rothrop, Single, of Linn in the County of Douglas and State of Kansas, of the first part, and Peter Pusack of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 forty (40) rods west from the North east corner of the South west quarter (36) of Sec. Eighteen (18) Twp. Fourteen (14) Range Twenty (20) on the North line of said quarter section at a stone thence south forty (40) rods; thence East twenty (20) rods; thence North forty (40) rods to the North line of said quarter section; thence East twenty (20) rods to the point of beginning, containing five (5) acres

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Elroy A. Rothrop do sell hereby covenant and agree that at the delivery hereof he is 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 Seven hundred Dollars according to the terms of one certain note this day executed and delivered by the said Elroy A. Rothrop on Feb 15th 1921 to the said part y of the second part Peter Pusack

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 part y 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 part y making such sale, on demand, to said Elroy A. Rothrop his heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has set hereunto set his hand and seal the day and year first above written. Signed, Sealed and Delivered in the presence of Elroy A. Rothrop (SEAL) (SEAL) (SEAL)

STATE OF Kansas } ss. Douglas County }  
BE IT REMEMBERED, That on this 13 day of May A. D. 1921, before me, Myrtle McConnell Notary Public in and for said County and State, came Elroy A. Rothrop, Single (L.S.) 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 1923 Myrtle McConnell Notary Public.  
Filed for Record the 16th day of May A. D. 1921 at 10:25 o'clock A.M.  
Elroy A. Rothrop Register of Deeds  
Deputy.