

MORTGAGE RECORD NO. 60

This Indenture, Made this 17th day of December in the year of our Lord nineteen hundred & twenty between Anna Hicksham & E. H. Hicksham, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Carl G. Lundholm of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Twenty Seven Hundred and no DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: The West one half (1/2) of the Southeast (1/4) one quarter of Section twenty-two (22) Township (13) thirteen Range (18) Eighteen East of the Sixth Principal Meridian, less 10 acres in South west corner containing 70 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Anna Hicksham & E. H. Hicksham 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Seven Hundred Dollars according to the terms of one certain note this day executed to the said part 2d of the second part and delivered by the said Anna Hicksham & E. H. Hicksham

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 2d 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 sale 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 part 1st making such sale, on demand, to said Anna Hicksham her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Anna Hicksham (SEAL)
E. H. Hicksham (SEAL)
(SEAL)

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED, That on this 17th day of December A. D. 1922, before me, D. B. Baker a Notary Public in and for said County and State, came Anna Hicksham & E. H. Hicksham 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 March 20 1924

D. B. Baker Notary Public.

Filed for Record the 7th day of July A. D. 1923 at 1:30 o'clock P.M.
Regilla Hethrup Register of Deeds
Deputy.

The following is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds for the County of Douglas, Kansas, at the date of recording, to wit: A. D. 1922.

Recorded Dec 15 1922
E. H. Hicksham