

## MORTGAGE RECORD NO. 60

This Indenture, Made this 8th day of September in the year of our Lord  
million hundred twenty one between Elmer Hilcox a single man  
of Eudora, Mo in the County of  
Douglas and State of Kansas, of the first part, and  
Mrs. Adeline E. Hilcox of the second part:

WITNESSETH That the said part 4 of the first part, in consideration of the sum of Seventeen hundred and forty six <sup>46</sup> 00 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 4 of the second part, their 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 corner of the east of northwest quarter (4) of Section 14, quarter (4) election thirty four, (34) Town of Independence, Range 31, Township 21 North of the right of way of the R.R. & P. Co. line 125 feet 71 inch & 1/2 from by 120 feet 2 inch to the southeast corner of said town and county of State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part of \_\_\_\_\_ of the first part therein. And the said \_\_\_\_\_  
*Elmer Wilson*  
 do hereby covenant and agree that at the delivery hereof \_\_\_\_\_ 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 eleventeen hundred forty six 00/100 Dollars

according to the terms of two certain notes this day executed

and delivered by the said Edward Wilson to the said parties of the second part

Principal of \$1000-00 Dec 8th 1921 & one note due Dec 1st 1922 for \$246.64

Leasing interest at 7% from title payable semi-annually

and this conveyance 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 Edward Wilson

his heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

STATE OF Kansas } ss.  
Douglas County  
 BE IT REMEMBERED, That on this 26th day of September A. D. 1921, before me, Edwin H. Wilson, a Notary Public in and for said County and State, came  
Elmer Wilson, a single man,  
 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 31 1927 Adolph L. Stryker Notary Public

Filed for Record the 17 day of Sept, A. D. 1921, at 150 o'clock P.M.  
Estimote D. H. Smith Register of Deeds  
James H. Harn Deputy.