

MORTGAGE RECORD NO. 60

This Indenture, Made this 28th day of October in the year of our Lord one thousand nine hundred and twenty one, between Harry A. Sutton and Winnie Sutton, his wife of Lawrence, Kansas in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Two thousand and no/100 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 part 2nd 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:

All the block one-half (1/2) of the southeast quarter (1/4) of Section thirty-two (32) in Township thirteen (13) of Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Harry A. Sutton and Winnie Sutton, his wife 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 whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Two thousand and no/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Harry A. Sutton and Winnie Sutton, his wife to the said part 2nd of the second part thirty days after date with interest from date at the rate of 8%

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 part 2nd of the second part their 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 1st making such sale, on demand, to said Harry A. Sutton and Winnie Sutton, his wife these heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of Harry A. Sutton (SEAL) Winnie Sutton (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 28th day of October A.D. 1921, before me, A. F. McLaughlin a Notary Public in and for said County and State, came Harry A. Sutton and Winnie Sutton, his wife 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 April 20 1924 A. F. McLaughlin Notary Public.

Filed for Record the 31 day of Oct A. D. 1921 at 9:40 o'clock P.M. Esther Norcham Register of Deeds Leslie Glaser Deputy.

Recorded Nov 25 1921
Esther Norcham Register of Deeds
Leslie Glaser Deputy
This instrument is acknowledged as the voluntary act of the parties herein named, and is not subject to any lien or claim of any person other than the parties herein named. As witness my hand and seal of office this 25th day of November, 1921.
John H. McLaughlin Notary Public
(Seal)