

MORTGAGE RECORD NO. 60

This Indenture, Made this 17th day of November in the year of our Lord one thousand, two hundred, twenty-one, between B. H. Marsee and Muriel Marsee (husband and wife) of De Soto in the County of Johnson and State of Kansas, of the first part, and The De Soto State Bank, of the second part,

WITNESSETH That the said part one of the first part, in consideration of the sum of Four Thousand DOLLARS, to them 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 of of the second part its heirs and assigns, forever, all that tract or parcel of land situated in the County of Johnson, Douglas, and State of Kansas, described as follows, to wit: (1) The East fractional one half (50%) of the Northwest fractional quarter (20.14) of Section twenty three (22) Township Twelve (12) Range Twenty two (22) Johnson County, Kansas (2) commencing at the South East corner of the South West quarter of the Northwest quarter of Section Twenty three (22) Township Twelve (12) Range Twenty two (22) thence North Eighty feet thence West One Hundred Eighty feet thence South Eighty feet thence East One Hundred Eighty feet to place of beginning, excepting a road thirty feet wide of the South line of the place and a road forty feet wide of the East line of the same Johnson County, Kansas (3) Lot No. Two, Three and Four less Railroad Right of Way in Addition No. Ten in that part of the city of Lawrence, Lawrence Township Lawrence, in Douglas County, Kansas with all the appurtenances, and all the estate, title and interest of the said part its of the first part therein. And the said said parties do hereby covenant and agree that at the delivery hereof that they are the lawful owner to of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a Mfg. Co. of \$2000.00 to Curtis & Sons on description (4) and a Mfg. Co. of \$2500.00 to Taylor Mfg. Co. on description (5)

This Grant is intended as a Mortgage to secure the payment of the sum of \$4000.00 Dollars according to the terms of a certain note this day executed and delivered by the said first parties to the said part of of the second part Thos. De La Torre, State Banker, De La Torre, General

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 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 part, of making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part, that of the first part has re hereunto set their hand and seal —
the day and year first above written.

Signed, Sealed and Delivered in the presence of

STATE OF

BE IT REMEMBERED, That on this 19th day of November A. D. 1921, before me,

(P.S.)

_____ a Notary Public in and for said County and State, came
L. H. Morse and Muriel Morse (husband and wife)
 _____ to me personally known to be
 the same person _____ who executed the foregoing instrument, ^{of writing} 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 12, 1923.....

Harry E. Miller

Notary Public

Filed for Record the 25th day of Nov. A. D. 1921—, at 5 o'clock — P. M.

Estelle Warthrop Register of Deeds
..... Deputy.