

MORTGAGE RECORD NO. 60

Reg Fee #115
1850 ✓

See Release of Mfg. In Prob. 55 Page 380.
(Co. 222)

This Indenture, Made this 9th day of December in the year of our Lord nineteen hundred and twenty one, between J. J. McKinney and Millie McKinney, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Leona Sutton of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Eighty four hundred seventy five 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 2d of the second part Leona 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 Southwest quarter section thirty and the Southwest quarter of the Northeast quarter section thirty one all in Township 13 Range 19

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Eighty four hundred seventy five Dollars according to the terms of one certain note this day executed and delivered by the said first parties Leona Sutton to the said part 2d of the second part

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, Leona 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 first parties 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

J. J. McKinney (SEAL)
Millie McKinney (SEAL)
(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of Dec A. D. 1921, before me,

J. J. McKinney & Millie McKinney

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 May 4 1925 J. H. Ulicki Notary Public.

Filed for Record the 13 day of December A. D. 1921, at 5:10 o'clock PM.

Edwin Harshbarger Register of Deeds
Leona Sutton Deputy.