

MORTGAGE RECORD NO. 60

the year of our Lord
in the County of
of the second part:
of the sum of
DOLLARS,
grant, bargain,
or parcel of land

Twenty

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m of

of the second part

rt thereof, or inter-
nt shall become due
and assigns, at any
s arising from such
erplus, if any there

and seal

(SEAL)

(SEAL)

(SEAL)

before me,

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onally known to be

the same.

in the day and year

Notary Public.

o'clock--A.M.

Register of Deeds

Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Attest my hand this 18th day of December A.D. 1922

Notary Public Lawrence National Bank, Lawrence, Kansas.

Recorded 11th Dec. 1922

Edw. S. Cunningham

Register of Deeds

This Indenture, Made this 15th day of December in the year of our Lord nineteen hundred and twenty two, between Rosalia Batten, a single woman and Charles Batten, a single man, in the County of Douglas, and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas, of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of One thousand 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, its successors, 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 Northeast quarter of the Southeast quarter of section Twenty (20) Township Twelve (12) Range nineteen (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 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 One thousand Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part 2d of the second part The Lawrence National Bank of Lawrence, Kansas

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 2d of the second part, its successors, 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 surplus, if any there be, shall be paid by the part 2d 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

Rosalie Batten (SEAL)
Charles Batten (SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 19 day of December A. D. 1922, before me, Geo. H. Kuhner, a Notary Public in and for said County and State, came Rosalia Batten, single and Charles Batten, single to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged execution of the same.

(P.S.)

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 Jan 25 1923

Geo. H. Kuhner

Notary Public.

Filed for Record the 20 day of Dec A. D. 1922 at 9:35 o'clock--A.M.

Estelle Northrup

Register of Deeds

Fernando Lora

Deputy.