

MORTGAGE RECORD NO. 60

the year of our Lord
in the County of

of the second part:
of the sum of

DOLLARS,
grant, bargain,
and parcel of land
situated in the County of
Douglas, State of Kansas,

with all the appurtenances,
above granted,

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

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said part of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises, above granted,
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This Indenture, Made this 15th day of December in the year of our Lord nineteen hundred and twenty-one, between Dr. Calvin H. Mauch and Mary Mauch his wife of Leavenworth in the County of Douglas and State of Kansas, of the first part, and Joseph W. Logan Jr. of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Eight hundred 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 of the second part his 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 one third of Lots 49, 50, 51, 52, 53, 54, 55 and 56 all in Block twenty in City of Leavenworth, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said part of the first part 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 Eight Hundred Dollars according to the terms of note certain note this day executed and delivered by the said first parties to the said part of the second part

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

IN WITNESS WHEREOF, The said part 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

Dr. Calvin H. Mauch (SEAL)

Mary Mauch (SEAL)

(SEAL)

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED, That on this 17 day of Dec A. D. 1921, before me,

J. H. Heiden a Notary Public in and for said County and State, came

Dr. Calvin H. Mauch and Mary Mauch 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 Jan. 8th 1922 J. H. Heiden Notary Public.

Filed for Record the 22 day of Dec A. D. 1921, at 900 o'clock A.M.

Estelle M. Harkins Register of Deeds

Ernest H. Harkins 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 discharged.

As witness my hand this 15th day of Sept A. D. 1922
State of Kansas
County of Douglas
By J. W. Heiden

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In Assignment See Book 65 Page 89