

MORTGAGE RECORD NO. 60

This Indenture, Made this 24th day of January in the year of our Lord 1922 between J. S. Butcher and L. Belle Butcher his wife of the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty five hundred 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 party 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 North 95 acres less 3 1/2 acres off for cemetery, of the Northeast Quarter Section 2 Township 13 Range 19
containing 91 1/2 acres being the same as estate purchased from
M. A. Kruhn

with all the appurtenances, and all the estate, title and interest of the said parties 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 excepting a mortgage for \$5000.00

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred Dollars according to the terms of note certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank

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 party of the second part, its successors, 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 party making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties 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. S. Butcher (SEAL) L. Belle Butcher (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 24th day of January A. D. 1922, before me, E. H. Kuhn a Notary Public in and for said County and State, came J. S. Butcher and L. Belle Butcher his wife to me personally known to be the same persons 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 25 1922 E. H. Kuhn Notary Public.

Filed for Record the 5 day of Jan A. D. 1922 at 8:45 o'clock P.M. Estlin Worthup Register of Deeds Wm. E. Egan Deputy.

Recorded March 30 19 22
Cottelle Withering
Register of Deeds

Lawrence National Bank
(Corp. Seal)
By J. J. Mendicino Of

Notary Public in and for the State of Kansas, my commission expires on Jan 25 1922