

## MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby

As witness, my hand this 11th day of April, 1984.

Attest: J. D. .

Recorded Sept. 6 1923  
Eva E. Mellman ✓  
 Register of Deeds

This Indenture, Made this 16 day of January in the year of our Lord one thousand two hundred twenty two between Charles C. Oldham and Maudie Oldham, his wife and heirs of Douglas in the County of Douglas and State of Kansas, of the first part, and E. B. Fawcington of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of \_\_\_\_\_

Eight thousand 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 party of the second part, their 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 of the south  
west quarter of section nine, Township 13, Range 10, West one-half of the  
Northwest corner thereof, 16.00 A.C. Situated by tract of M. A. C. L. South  
and Adams, West 1/2.

Beginning at the northeast corner of the north-west quarter of section 16, Township 18, Range 120, and south 46 rods; thence west 3 rods; thence north 36 rods; thence east 46 rods; thence south 137 + 1/2 ft. to the south line of the north half of said quarter section; thence west to a point where the center channel of the arch intersects with said south line being about 100 rods east of the first house of said quarter section; thence north 60 rods to the channel of said creek to the west line of said dividend line; about 50 rods starting from the northwest corner of said quarter section, there will be about 50 rods to the northwest corner of said quarter section; thence back to the beginning with all the appurtenances, and all the estate, title and interest of the said parties.....of the first part therein. And the said.....

Parties of the first part, 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 \$8000<sup>00</sup> according to the terms of two certain notes this day executed and delivered by the said Charles St. Orlin and Fred. St. Orlin to the said party 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 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 sale 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 party making such sale, on demand, to said parties of the first part and their 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

STATE OF *Texas*

BE IT REMEMBERED, That on this..... day of January, A. D. 1923, before me,

..... a Notary Public in and for said County and State, came  
Charles F. Oldham and Maudie Oldham, husband and  
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 July 5 1925 G. G. Stewart

Filed for Record the 16 day of Sept A. D. 1923 at 4:52 o'clock P.M.

**Notary Public.**

Eastern Northbrook

..... Register of Deeds  
*Ernest L. Goral* ..... Deputy.