

## MORTGAGE RECORD NO. 60

This Indenture, Made this 26 day of January in the year of our Lord one thousand nine hundred and twenty-two between Anna James and Agnes James husbands of Leavenworth in the County of Douglas and State of Kansas, of the first part, and the Trustees of the Church of the United Brethren in Christ of Leavenworth, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two 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 parties of the second part their 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:

26 one two and three and Black fifteen in the City of Leavenworth according to the record and plat thereof

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 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 Two Hundred Dollars according to the terms of note certain promissory note this day executed and delivered by the said first parties to the said parties 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 parties of the second part, their 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 parties making such sale, on demand, to said 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

Anna James (SEAL)

Agnes James (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 26 day of Feb A. D. 1922, before me,

J. H. Bruden

a Notary Public in and for said County and State, came

Anna James and Agnes James

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 26 1926

J. H. Bruden

Notary Public.

Filed for Record the 16 day of Feb A. D. 1922, at 12 o'clock P.M.

Edwin Prochaska Register of Deeds

James Buckner Deputy.