

MORTGAGE RECORD NO. 60

This Indenture, Made this 18th day of April in the year of our Lord nineteen hundred twenty-one, between Albert Kracker and Amanda Belle Kracker, man and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Thirty Five hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part its 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: South West quarter of Section (35) Township (13) Range (19) Douglas County, Kansas 160 acres

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Albert Kracker and Amanda Belle Kracker 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 whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Five hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said first parties to the said part second of the second part The Citizens State 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 second of the second part its 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 first making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part first 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

Albert Kracker (SEAL)  
Amanda Belle Kracker (SEAL)

STATE OF Kansas

Douglas County

BE IT REMEMBERED, That on this 18th day of April A. D. 1921, before me,

Albert Kracker and Amanda Belle Kracker

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 February 4 1922 W. S. Wilson Notary Public.

Filed for Record the 4th day of May A. D. 1921 at 5:30 o'clock P.M.

Edward M. B. Register Register of Deeds  
James B. B. Deputy Deputy.

The following is enforced on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the fee thereon is cancelled.  
At witness my hand this 20th day of December A. D. 1922  
W. S. Wilson Notary Public  
By O. B. Wilson, Lawrence, Kansas

Recorded Jan. 2nd 1922  
W. S. Wilson Register of Deeds

The following is endorsed on the original instrument.

Jan. 26