

## MORTGAGE RECORD NO. 60

Not Acknowledged by  
 Clerk 87-Page 283

This Indenture, Made this 23rd day of August in the year of our Lord  
~~one thousand & twenty two~~ between D. B. Apher & Nellie F. Apher  
 his wife Douglas and State of Kansas, of the first part, and

W. E. Spalding

WITNESSETH

that the said part est of the first part, in consideration of the sum of  
Two thousand and sixty five and no DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain,  
 sell and mortgage to the said part of 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 North Forty seven and  
one half acres (47 1/2) of the East Eighty (80) acres of the Southwest  
Quarter (1/4) of Section 26 and the North Eighty (80) acres of the  
Northeast Quarter (1/4) of Section 26 and the South Eighty (80)  
acres of the Northeast Quarter (1/4) of Section 26 and the  
East Sixty (60) acres of the North Half (1/2) of the Northeast Quarter (1/4)  
of Section 26 all in Township 13, Range 18 and also all that part of the  
East Half (1/2) of the Southeast Quarter (1/4) of Section 23 lying South of  
the Lawrence and Topeka wagon road in Township 13, Range  
18, all of said described property being in said County and  
State and containing two hundred eighty two and one eighth (282 1/8)  
acres more or less according to the government survey  
 with all the appurtenances, and all the estate, title and interest of the said part est of the first part therein. And the said

D. B. Apher & Nellie F. Apher  
 do hereby covenant and agree that at the delivery hereof they and the lawful owner of of the premises, above granted,  
 and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$1300.00  
to Liberty Joint Stock Land Bank, Salina, Kansas

This Grant is intended as a Mortgage to secure the payment of the sum of  
Two Thousand and Sixty Five Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said D. B. Apher & Nellie F. Apher to the said part of 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 payment, 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 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 part of making such sale, on demand, to said D. B. Apher  
his heirs and assigns.

IN WITNESS WHEREOF, The said part est of the first part has set hereunto set their hand and seal  
 the day and year first above written,

Signed, Sealed and Delivered in the presence of

D. B. Apher (SEAL)  
Nellie F. Apher (SEAL)  
 (SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 23rd day of August A. D. 1922, before me,  
Dick Williams a Notary Public in and for said County and State, came  
D. B. Apher & Nellie F. Apher

(L.B.)

to me personally known to be  
 the same person who 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 April 18 1925 Dick Williams Notary Public.

Filed for Record the 26th day of Aug A. D. 1922 at 9:35 o'clock a M.  
Edw. D. Duffell Register of Deeds  
 Deputy.