

00.0M MORTGAGE/RECORD NO. 60

in the year of our Lord
1922
in the County of
Douglas
of the second part
of the sum of
DOLLARS,
grant, bargain,
at tract or parcel of land
to eight (32)
of the City of
and State of
insured
of their
with
holder of
of as doing
said
premises, above granted,
the sum of
of the second part
to the time
any part thereof, or inter-
amount shall become due
ators and assigns, at any
moneys arising from such
he overplus, if any there
at their
hand and seal
(SEAL)
(SEAL)
(SEAL)
D. 1922, before me,
County and State, came
husband.
personally known to be
of the same.
eal on the day and year
Notary Public.
o'clock P. M.
Register of Deeds
Deputy.

This Indenture, Made this first day of September in the year of our Lord
twelve hundred and twenty two between S. B. Merrill and
Jessie L. Merrill of Lawrence in the County of
Douglas and State of Kansas, of the first part, and The Citizens State Bank
of Lawrence, Kansas of the second part:
WITNESSETH That the said part of the first part, in consideration of the sum of
Twelve Hundred (\$1200.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do
sell and mortgage to the said part 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:
The South one half (1/2) of the South East one quarter (1/4)
of Section Eight (8) Township Twelve (12) Range Nineteen (19)
except the East Ten (10) acres thereof
with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
part 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
Twelve Hundred (\$1200.00)
according to the terms of one certain Note and her interest executed
and delivered by the said S. B. Merrill and Jessie L. Merrill to the said part of the second part
principal note payable in five years
and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or inter-
est 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 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 of the second part making such sale, on demand, to said S. B. Merrill his
heirs and assigns.
IN WITNESS WHEREOF, The said part 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
S. B. Merrill (SEAL)
Jessie L. Merrill (SEAL)
STATE OF Kansas
Douglas County } ss. TO ITAT?
BE IT REMEMBERED, That on this 23rd day of August A. D. 1922, before me,
A. E. McLanahan a Notary Public in and for said County and State, came
S. B. Merrill and Jessie L. Merrill
(L.S.) 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 Apr 20 1925 A. E. McLanahan Notary Public.
Filed for Record the 28th day of August A. D. 1922 at 11:55 o'clock A. M.
Geulle Winthrop Ruffer Register of Deeds
E. B. Babbitt Deputy.