

MORTGAGE RECORD NO. 60

in the year of our Lord
and Frank
in the County of
of the second part:
ation of the sum of
DOLLARS,
grant, bargain,
at tract or parcel of land
in Block
of Lawrence
said
premises, above granted,
the sum of
of the second part
any part thereof, or inter-
amount shall become due
ators and assigns, at any
moneys arising from such
the overplus, if any there
and Frank
hand and seal
(SEAL)
(SEAL)
(SEAL)
D. 1922, before me,
County and State, came
as her
personally known to be
of the same.
seal on the day and year
sham
Notary Public.
o'clock 9 A.M.
Register of Deeds
Deputy.

This following is returned on the original instrument
referred and the lien thereby created is charged.
As witness my hand this 15th day of August A.D. 1924
By P. A. Wood, Jr.
Register of Deeds
(Seal)

This Indenture, Made this first day of September in the year of our Lord
nineteen hundred and twenty-two between Etta Piroth and P.J.
Piroth, her husband of
Douglas and State of Kansas, of the first part, and
People's State Bank, Lawrence, Kansas of the second part:
WITNESSETH That the said part 1st of the first part, in consideration of the sum of
Nineteen hundred and fifty 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 2d of the second part its 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:
The Northwest fractional quarter (34.4) of Section Six (6) in
township twelve (12) of range twenty (20), except the following tract of
land: beginning at the northwest corner of said northwest frac-
tional quarter of section six (6), thence south fifty (50) rods, thence
east one hundred fifty seven (157) rods, thence north fifty (50)
rods, thence west one hundred and fifty seven (157) rods to the
place of beginning: containing one hundred eight (108) acres
with all the appurtenances, and all the estate, title and interest of the said part 1st 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 except one certain mortgage
for \$1000 given by LeRoy R. Cunningham, dated Feb. 6, 1922, due Feb. 1, 1924, which was
assumed by said Etta Piroth, present owner.
This Grant is intended as a Mortgage to secure the payment of the sum of \$1950.
according to the terms of one certain note this day executed
and delivered by the said Etta Piroth and P.J. Piroth, her husband to the said part 2d of the second part
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 2d of the second part its 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
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 2d making such sale, on demand, to said parties of the first part, her
heirs and assigns.
IN WITNESS WHEREOF, The said part 1st of the first part have set hereunto set their hand and seal of
the day and year first above written.
Signed, Sealed and Delivered in the presence of
Etta Piroth (SEAL)
P.J. Piroth (SEAL)
STATE OF Kansas
Douglas County ss.
BE IT REMEMBERED, That on this 1st day of Sept A. D. 1922, before me,
S.A. Wood a Notary Public in and for said County and State, came
Etta Piroth and P.J. Piroth, her husband
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 April 10, 1925 S.A. Wood Notary Public.
Filed for Record the 1st day of Sept A. D. 1923, at 11:25 o'clock 9 A.M.
Estelle Northrup Duffer Register of Deeds
Deputy.