

MORTGAGE RECORD NO. 60

This Indenture, made this 24th day of September in the year of our Lord 1923, between William H. Bailey of the County of Douglas and State of Kansas, of the first part, and First National Bank of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of \$5,900.00 Fifty Nine Hundred & no DOLLARS, duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part of 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 of the Southwest Quarter and the West One Half of the South East Quarter of Section Fifteen (15) Township Fifteen (15), Range Twenty One (21). One Hundred sixty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is 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.

excepting mortgage to the amount of \$7,000.00

This Grant is intended as a Mortgage to secure the payment of the sum of \$5,900.00 Fifty Nine Hundred & no Dollars

according to the terms of a certain Mortgage note this day executed by the said and delivered by the said party of the first part and payable on the to the said part of of the second part day of September 1923 to the order of said second party with interest

thereon at the rate of 7 per cent per annum payable semi-annually both principal and interest being payable in lawful money by the United States currency and the dollar is the unit of account 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 of 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 making such sale, on demand, to said of heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part ha hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

(SEAL)

(SEAL)

(SEAL)

STATE OF

ss.

BE IT REMEMBERED, That on this 24th day of September A. D. 19 23, before me,

Notary Public in and for said County and State, came

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 19

Notary Public.

Filed for Record the 24th day of September A. D. 19 23, at o'clock M.

Register of Deeds

Deputy.

In view of Indentment see Book 62 - Page 539.