

# MORTGAGE RECORD NO. 60

This Indenture, Made this eighteenth day of March in the year of our Lord 1921 between J. A. Diehl and Nita A. Diehl, his wife, and Raymond Diehl and Amy Diehl, his wife in the County of Douglas and State of Kansas, of the first part, and The Farmers' State and Savings Bank of 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 (\$3500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we 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:

Northeast Quarter (N.W. 1/4) of Section Number Nine (9), Township Number Thirteen (13) South of Range number Nineteen (19) East of the Sixth P.M. containing One Hundred fifty acres (600) more or less according to the Government Survey.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said J. A. Diehl, and Nita A. Diehl, his wife, and Raymond Diehl and Amy Diehl, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Thirty five Hundred according to the terms of a certain note made and delivered by the said J. A. Diehl and Nita A. Diehl, his wife, and Raymond Diehl and Amy Diehl, his wife to the said part second of the second part its principal

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 second of the second part its heirs 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 second making such sale, on demand, to said J. A. Diehl and Nita A. Diehl, his wife, and Raymond Diehl and Amy Diehl, his wife heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

James A. Diehl (SEAL)  
Nita A. Diehl (SEAL)  
Raymond Diehl (SEAL)  
Mrs Amy Diehl (SEAL)

STATE OF Kansas } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 18 day of March A. D. 1921, before me, Geo. L. Krauch a Notary Public in and for said County and State, came James A. Diehl Nita A. Diehl husband & wife Raymond Diehl and Mrs. Amy Diehl husband & wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged execution of the same.

(L.S.)

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 January 18 1922 Geo. L. Krauch Notary Public.

Filed for Record the 21st day of Oct A. D. 1922 at 4:50 o'clock P M.  
Gracie Northrup Duffer Register of Deeds  
E. B. Bisset Deputy.

For Release See Book 64 Page 122.