

MORTGAGE RECORD NO. 60

This Indenture, Made this 29<sup>th</sup> day of October in the year of our Lord one thousand nine hundred and twenty two between George C. Whaley and Minnie J. Whaley his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Eight hundred fifty DOLLARS, to them 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 second 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 West Quarter (NW 4) of the North East quarter (NE 4) of Section Twenty three (23) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part first 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 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 \_\_\_\_\_ according to the terms of \_\_\_\_\_ certain \_\_\_\_\_ this day executed \_\_\_\_\_ and delivered by the said \_\_\_\_\_ to the said part \_\_\_\_\_ 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 the second part, \_\_\_\_\_ 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 \_\_\_\_\_ making such sale, on demand, to said \_\_\_\_\_ heirs and assigns.

IN WITNESS WHEREOF, The said part \_\_\_\_\_ of the first part has 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, before me, \_\_\_\_\_ a 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_ Register of Deeds  
\_\_\_\_\_ Deputy.

Validated Instrument See Book 57-Page 493.

The note herein described having been paid in full, this mortgage is hereby