

MORTGAGE RECORD NO. 60

This Indenture, Made this 31st day of October in the year of our Lord 1922, between Geo. Petty and Ella Petty, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Farmers State and Savings Bank of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Two thousand and 70/100 (\$2,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have vol sold, and by these presents do grant, bargain, 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: Beginning thirty-two (32) rods North of the southwest corner of the South West Quarter (SW 1/4) of Section Twenty (20), Township Twelve (12), Range Twenty (20), thence North twenty-eight (28) rods, thence East eighty (80) rods, thence South sixty (60) rods, thence West forty (40) rods, thence North thirty-two (32) rods, thence West forty (40) rods to the place of beginning, said described tract containing 22 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 Geo. Petty and Ella Petty do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$1,000.00 made in favor of Wilder S. Mitchell

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand and 70/100 Dollars according to the terms of one certain Promissory note this day executed and delivered by the said Geo. Petty and Ella Petty 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 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 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 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 1st making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha vol hereunto set their hand and seal at the day and year first above written.

Signed, Sealed and Delivered in the presence of Geo. Petty (SEAL) Ella Petty (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 2 day of November A. D. 1922, before me, J. B. Stevenson Notary Public in and for said County and State, came Geo. Petty and Ella Petty (L.S.) to me personally known to be the same person and 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 Oct 18 1924 J. B. Stevenson Notary Public. Filed for Record the 9th day of Nov A. D. 1922 at 2 22 o'clock P. M. Estelle Northrup Ruffer Register of Deeds E. T. Babbitt Deputy.

The following is based on the original instrument.

Notary Public in and for the County of Douglas and State of Kansas.
A. W. C. my hand this 22 day of September A. D. 1921
Chapman

Recorded Nov. 5-1921.
Geo. B. Stevenson
Register of Deeds