

## MORTGAGE RECORD NO. 60

This Indenture, Made this Seventh day of November in the year of our Lord Missation hundred twenty two, between Emma A Schoefflin and Jacob F Schoefflin her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and A. F. Kearney of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Three hundred & no 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 of 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:

All of Block number Ninety three (23) in the townsite of Palmyra, now known as Baldwin, City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part in 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 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 Three hundred & no Dollars according to the terms of note certain notes this day executed and delivered by the said parties of the first part to the said part of of the second part and note due each year the first being due November first 1922 privilege given to pay any one or all of the notes at any interest payment period 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 his 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 of making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Emma A. Schoefflin (SEAL)  
Jacob F. Schoefflin (SEAL)

STATE OF Kansas  
Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of November A. D. 1922, before me, the undersigned a Notary Public in and for said County and State, came Emma A. Schoefflin and Jacob F. Schoefflin her husband to me personally known to be the same person who 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 July 22 1925 J. B. Russ Notary Public.

Filed for Record the 10th day of Nov A. D. 1922, at 3:35 o'clock P. M.  
Estelle D. Thompson Duffee Register of Deeds  
Deputy.

For Release see mty. Book 13 page 241.