

MORTGAGE RECORD NO. 60

This Indenture, Made this 12th day of December in the year of our Lord 1922 between Noble D. Messer and Margaret Messer of the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Fifteen hundred 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 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: Beginning at the Southeast corner of the Southwest Quarter of Section Two (2), Township 19 North, Range 17 West, of Range 17 West, of the 1st 2nd, running East 460 feet, thence North 102.4 feet thence West 610.6 feet to center of road, thence in a southwest direction 194.1 feet to point of beginning and containing 1/2 acres more or less commencing at the Southwest corner of the Northeast Quarter (4) of Section Eleven (11), Township 19 North, Range 17 West, thence East eighty (80) rods, thence South forty (40) rods, thence West fifty (50) rods, thence North to a point midway between (4) feet south of the Middle line of said Quarter (4) section, thence West forty (40) rods to west line of said Quarter (4) section, thence North ninety four (94) feet to beginning, containing thirteen and one half (13 1/2) acres more or less.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part of of the second part The Lawrence National Bank

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 of of the second part, its 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 first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Noble D. Messer (SEAL) Margaret Messer (SEAL)

STATE OF Kansas } Douglas County ss.

BE IT REMEMBERED, That on this 15th day of Dec A. D. 19 22, before me, Geo. T. Witzel a Notary Public in and for said County and State, came Noble D. Messer & Margaret Messer 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 July 20 19 24 Geo. T. Witzel Notary Public.

Filed for Record the 16th day of Dec A. D. 19 22 at 8:15 o'clock AM. Edith T. Witzel Duffer Register of Deeds Deputy.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.  
At witness my hand this 17th day of March A. D. 19 23 (Seal) George T. Witzel Notary Public.  
Witness my hand this 17th day of March A. D. 19 23 (Seal) George T. Witzel Notary Public.

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Notary Public.  
o'clock AM.  
Register of Deeds  
Deputy.