

MORTGAGE RECORD NO. 60

Reg Fee # 143

This Indenture, Made this 23rd day of December in the year of our Lord nineteen hundred and twenty two, between Burk Edwards, Maggie M. Edwards and wife, E. B. Moore, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and C. A. Hill of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Two thousand two hundred and ninety five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well 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 south west quarter (SW 1/4) of Section twenty seven (27), Township thirteen (13), Range twenty (20), One hundred sixty (160) acres, less one acre in square form in the northwest corner thereof sold off for school purposes, with all the appurtenances and all the estate, title and interest of the said part first of the first part therein.

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 the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except two certain mortgages to the Maxwell Investment Co, one for \$1500-- and one for \$750--

This Grant is intended as a Mortgage to secure the payment of the sum of \$2295

Dollars according to the terms of note certain note this day executed.

and delivered by the said parties of the first part to the said part second of the second part payable this year after date with interest at eight percent per annum payable semi-annually until required to pay in full or any multiple thereof on the principal of note at any time 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 second 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 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 first of the first part parties of the first part 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 set hereunto set their hand and seal at the day and year first above written.

Signed, Sealed and Delivered in the presence of

Burk Edwards (SEAL)
Maggie M. Edwards (SEAL)
E. B. Moore (SEAL)
Ada F. Moore (SEAL)

STATE OF Kansas
Douglas County }

BE IT REMEMBERED, That on this 23rd day of December A. D. 1922, before me, S. A. Wood a Notary Public in and for said County and State, came Burk Edwards, Maggie M. Edwards, his wife, and E. B. Moore and Ada F. Moore, his wife 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 April 10 1925 S. A. Wood Notary Public.

Filed for Record the 26th day of Dec A. D. 1922, at 3:40 o'clock P. M.
E. T. Northrup Duffee Register of Deeds
Deputy

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the premises herein recorded was made by said District Court, on the 6th day of March 1923, and that the same is duly recorded in Journal 20 at page 182 without any legal objection.

ATTEST:
S. A. Wood
Clerk District Court