

MORTGAGE RECORD NO. 60

This Indenture, Made this 18 day of January in the year of our Lord 1923, between Walter C. Jehle and Emma Jehle of Douglas in the County of Baldwin and State of Kansas, of the first part, and Michael Young of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eighteen 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 party 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: Beginning at the North East Corner of the North East Quarter of Sect 32 Twp. 14 Range 19 East 6° P.M. Th. W. 40 rods 1 1/2 ft. Th. South 80 ft. Th. West 10 Rods Th. South 78 Rods 13 ft. being 20 ft. north of said line of said quarter section. Th. East parallel with said South line 100 Rods 1 1/2 ft. to the East line of said quarter section. Th. North 158 Rods 13 feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Walter C. Jehle and Emma Jehle 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 Eighteen Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Walter C. Jehle and Emma Jehle to the said party of the second part due in five years with 5% interest from date payable semi-annually.

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 party 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 party making such sale on demand, to said Walter C. Jehle and Emma Jehle their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Walter C. Jehle (SEAL)
Emma Jehle (SEAL)
(SEAL)

STATE OF Kansas

Douglas County ss.

RE IT REMEMBERED, That on this 18 day of January A. D. 1923, before me,

W. M. Clark a Notary Public in and for said County and State, came Walter C. Jehle and Emma Jehle, his wife

(L.S.) 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 May 15 1923 W. M. Clark Notary Public.

Filed for Record the 18 day of Jan A. D. 1923 at 4:10 o'clock P.M. Geo. E. Williamson Register of Deeds

Deputy.

The following is a true and correct copy of the original mortgage as filed in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 18th day of January, 1923, and the same is hereby certified to be a true and correct copy of the original mortgage as filed in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 18th day of January, 1923.

As witness my hand this 18th day of Jan. A. D. 1923

Attest:

Register of Deeds

Recording Feb. 4 - 1923
Geo. E. Williamson