

MORTGAGE RECORD NO. 60

In the year of our Lord
..... and In the County of
.....
as of the second part:
on of the sum of DOLLARS,
..... grant, bargain,
tract or parcel of land
South west
of section 10,
Twp. Nineteen
Range
R- threece
Road to
Hospital!
.....
id.
premises, above granted,
the sum of
..... of the second part
any part thereof, or inter-
amount shall become due
tutors and assigns, at any
moneys arising from such
be overplus, if any there
hand(s) and seal(s)
..... (SEAL)
..... (SEAL)
..... (SEAL)
D. 19, 19..... before me,
County and State, came
personally known to be
of the same.
at on the day and year
/
Notary Public
o'clock P. M.
Register of Deeds
Deposited

Accepted _____ 1923
 Aug. 27
 Geo. C. Hillman
 Secy. of Dist.

This Indenture, Made this 25 day of November in the year of our Lord nineteen hundred twenty two between John Mathias and Ab. Mathias his wife of Andover in the County of Douglas and State of Kansas, of the first part, and Hedger Bass of the second part:

WITNESSETH That the said part one of the first part, in consideration of the sum of One Hundred Sixty Six and 8/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said part one of the second part, their 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:

South two acres of the West Half of South East Ten acres
of South East quarter of South East quarter of Section
Sixteen (16) Township Fourteen (14) Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said John Mathia and A.E. Mathia 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 One Hundred Fifty Six 89/100 Dollars according to the terms of one note this day executed and delivered by the said A. E. Mathias & John Mathias to the said parties of the second part one year with interest at 8% per annum from date

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 iss of the second part, their 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 party their heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} of the first part ha^{ve} hereunto set ^{their} hand^s and seal^s
the day and year first above written.

Signed, Sealed and Delivered in the presence of

John Mathias (SEAL)

J. E. Mathias (SEAL)

(SEAL)

STATE OF Kansas } ss.
Johnson County }
 BE IT REMEMBERED, That on this 25 day of Nov A. D. 1922, before me,

L.S. H. F. Brown a Notary Public in and for said County and State, came
John Mathia and F. E. Mathia his wife
 to me personally known to be
 the same person ^{or persons} 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 Aug. 28 1923 W. J. Braun
Notary Public.

Filed for Record the 25th day of Jan A. D. 1923, at 2³⁰ o'clock P.M.

Jos. C. Williams Register of Deeds
Deputy.

...the ...

