

MORTGAGE RECORD NO. 60

Second mortgage
This Indenture, Made this first day of November in the year of our Lord one thousand two hundred twenty-two between E. E. Goode and Della Goode, his wife of Lawrence in the County of Lawrence and State of Kansas, of the first part, and The Mansfield Investment & Realty Co. a corporation of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five hundred (\$500.00) 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 parties 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:

The East half (E¹/₂) of the Southwest Quarter, and the Southwest Quarter (SW¹/₄) of the Southwest Quarter (SW¹/₄) and the East one-half (E¹/₂) of the Northwest Quarter (NW¹/₄) and the Southwest Quarter (SW¹/₄) of Section Twenty (20) Township Twelve (12), Range Nineteen (19) containing 140 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. E. Goode and Della Goode his wife 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 a first mortgage of \$7000.00 bearing interest at the rate of eight percent, now of record. This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said E. E. Goode and Della Goode his wife to the said parties of the second part

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 parties 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 parties making such sale, on demand, to said The Mansfield Investment & Realty Co. a corporation 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 E. E. Goode (SEAL) Della Goode (SEAL)

STATE OF Kansas } ss. Lawrence County

BE IT REMEMBERED, That on this 1st day of December A. D. 1923, before me, L. S. Johnson a Notary Public in and for said County and State, came E. E. Goode and Della Goode, 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 March 23rd 1925 L. S. Johnson Notary Public.

Filed for Record the February 20 day of March A. D. 1923 at 3 20 o'clock P.M. W. E. Wellman Register of Deeds Deputy.