

MORTGAGE RECORD NO. 60

This Indenture, Made this 8th day of March in the year of our Lord
~~monetary hundred twenty two~~ between Emery Ice and
~~his wife, Effie Ice~~ of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Lincoln 31 Potfish of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seven Hundred and no/100 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 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 East 20 3/4 acres of 30 3/4 acres of the North West
Quarter of Section Eighteen (18) in Township Thirteen
(13) of Range Nineteen (19) described as follows:
Commencing at the Northeast corner of
said quarter section thence running South & chains
to Wakarusa Creek, thence by the center of L. L. L. L.
up Wakarusa Creek to a point 11 chains and 23 links
East of the West line of said Quarter Section, thence
North 28 chains and 14 links to the North line of said
Quarter Section, thence East on said North line twenty
seven (27) chains and 23 links 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
Emery Ice and his wife, Effie Ice
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 second
and subject to a first mortgage of \$700.00 in favor of Mildred
Metcalf. This Grant is intended as a Mortgage to secure the payment of the sum of

Seven Hundred and no/100 Dollars
according to the terms of one certain note this day executed
and delivered by the said parties of the first part to the said parties of the second part

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 parties 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 parties making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of
Emery Ice (SEAL)
Effie M. Ice (SEAL)

STATE OF Kansas
Douglas County ss.
BE IT REMEMBERED, That on this 8th day of March A. D. 1922, before me,

Emery Ice and his wife, Effie Ice
to me personally known to be the same 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 Jan. 23 1924 L. M. Mantest Notary Public
27th day of March A. D. 1923 at 3:00 o'clock P. M.
L. M. Mantest Register of Deeds
Deputy.

1/3 consideration of last payment of the within mortgage. hereby release the same this 5th day of July 1923
Lincoln 31 Potfish
Emery Ice
Effie M. Ice
L. M. Mantest
Register of Deeds

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grant, bargain,
tract or parcel of land
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and
Twenty
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part thereof, or interest
amount shall become due
and payable, and it shall
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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
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