

MORTGAGE RECORD NO. 607 *ind. for* Page 542

This Indenture, Made this 26th day of February in the year of our Lord one thousand two hundred twenty three between H. B. Rothwell and L. B. Rothwell, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and A. L. Harshbarger of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Six Hundred Fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 North one half of the Northeast quarter of the Southwest quarter of Section 17, township 12, range 19, containing twenty acres, more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 balance of \$550 on an \$800 mortgage

This Grant is intended as a Mortgage to secure the payment of the sum of \$650.00 Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part 2d 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 part 2d 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 2d making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

H. B. Rothwell (SEAL)  
L. B. Rothwell (SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 26th day of February A. D. 1923, before me, the undersigned a Notary Public in and for said County and State, came H. B. Rothwell and L. B. Rothwell husband and 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 20 1925 L. B. Holmes Notary Public.

Filed for Record the 17th day of April A. D. 1923 at 11:30 o'clock A.M.  
Earl B. Wellman Register of Deeds  
Deputy.