

MORTGAGE RECORD NO. 60

This Indenture, Made this 1st day of March in the year of our Lord 1923, between John F. Laughlin and Ruth B. Laughlin, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and George E. Smith of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Seventy-six hundred and 20/100 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 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:

All of the Southeast Quarter (SE 1/4) of Section Four (10) in Township number Fourteen (14) South of Range number Twenty (20) East of the Sixth Principal Meridian containing one hundred sixty acres more or less according to the Government survey thereof.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John F. Laughlin and Ruth B. Laughlin, 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 mortgage to the Kansas City First Stock Land Bank of Kansas City, Missouri with principal of \$1000.00. This Grant is intended as a Mortgage to secure the payment of the sum of

Seventy-six hundred Dollars according to the terms of 8 certain notes this day executed and delivered by the said John F. Laughlin and Ruth B. Laughlin, his wife to the said part 2d of the second part due, personally from one to seven years with interest from date at 7% per annum, interest 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 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 John F. Laughlin heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

John F. Laughlin (SEAL)
Ruth B. Laughlin (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 27th day of April A. D. 1923 before me, L. S. A. F. McClanahan a Notary Public in and for said County and State; came John F. Laughlin and Ruth B. Laughlin his wife to me personally known to be the same person who 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 A. F. McClanahan Notary Public

Filed for Record the May 17 day of May A. D. 1923 at 8:45 o'clock A. M. J. E. McElman Register of Deeds
Deputy.