

## MORTGAGE RECORD NO. 60

in the year of our Lord  
and  
in the County of  
of the second part:  
tion of the sum of  
DOLLARS,  
grant, bargain,  
it tract or parcel of land

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vince  
ce)

said  
premises, above granted,  
the sum of

of the second part  
any part thereof, or inter-  
amount shall become due  
rators and assigns, at any  
moneys arising from such  
the overplus, if any there

hand and seal  
(SEAL)  
(SEAL)  
(SEAL)

D. 1923, before me,  
County and State, came  
tchen  
personally known to be  
of the same.  
seal on the day and year  
Notary Public,  
o'clock 9 A.M.  
Register of Deeds  
Deputy.

This Indenture, Made this 3<sup>rd</sup> day of July, in the year of our Lord  
one thousand nine hundred twenty three, between William A. McPheters and  
Bertha A. McPheters of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and The Baldwin State Bank of Baldwin  
City, Missouri, of the Farmers State Bank of Topeka, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Forty nine hundred fifty DOLLARS,  
to said parties 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 successors, 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 Eighty (80) Acres of the East One Hundred  
Eighty (180) Acres of the South West Quarter and the  
North half of the North East Quarter, all in Section  
Twenty Three (23) Township Fourteen (14) Range Twenty

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
William A. McPheters and Bertha A. McPheters  
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 \$1000.00 due Oct 1-1925

This Grant is intended as a Mortgage to secure the payment of the sum of  
Forty nine hundred fifty Dollars  
according to the terms of the certain notes this day executed  
and delivered by the said William A. McPheters and Bertha A. McPheters to the said parties of the second part  
\$3500.00 in favor of Baldwin State Bank \$1000.00 in favor of Farmers State  
Bank, all due Oct 1-1925 with 6% interest payable semi-annually  
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 inter-  
est 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 successors, 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 William A. McPheters and  
Bertha A. McPheters heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

William A. McPheters (SEAL)  
Bertha A. McPheters (SEAL)  
(SEAL)

STATE OF

Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 5th day of July, A. D. 1923, before me,  
L. E. Hoover a Notary Public in and for said County and State, came  
William A. McPheters and Bertha  
McPheters 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 May 12, 1926 L. E. Hoover Notary Public.

Filed for Record the 7th day of July, A. D. 1923, at 9:30 o'clock P. M.  
L. E. Hoover Register of Deeds  
Deputy.