

MORTGAGE RECORD NO. 60

THE FOLLOWING IS A SUMMARY OF THE FOREGOING INSTRUMENT:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 24 day of April A.D. 1926
J. E. Wellman
Notary Public

Recorded April 24th 1926
J. E. Wellman
Notary Public

This Indenture Made this twenty eighth day of October in the year of our Lord 1926 between I T Herd and Ella Herd of the County of Douglas and State of Kansas, of the first part, and The Farmers State and Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Eighteen Hundred Thirty-two and no/100 (\$1832.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, all and mortgage to the said part of of the second part its successors 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 West fifty (50) acres of the South half of the Southwest quarter (1/4) of Section Seventeen (17), Township Twelve (12) Range Twenty (20) Douglas County, Kansas and all estate, title and interest of grantors therein.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said I T Herd and Ella Herd, husband and wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred Thirty-two Dollars according to the terms of one certain promissory note and delivered by the said I T Herd & Ella Herd husband & wife to the said part of 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 of of the second part its successors 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 of making such sale, on demand, to said I T Herd and Ella Herd husband and wife, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of I T Herd (SEAL)
Ella Herd (SEAL)

STATE OF Kansas } ss.
Douglas County
BE IT REMEMBERED, That on this 28th day of October A. D. 1926, before me, Mary Deakins a Notary Public in and for said County and State, came I T Herd and Ella Herd, husband and wife

L. S. to me personally known to be the same person s 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 19, 1926 1926 Mary Deakins Notary Public.

Filed for Record the 24th day of July A. D. 1926 at 2²⁰ o'clock P. M.
J. E. Wellman Register of Deeds
J. E. Wellman Deputy.