

MORTGAGE RECORD NO. 60

This Indenture, Made this 31st day of August in the year of our Lord one thousand nine hundred twenty three, between W. H. Pardee, widower of Douglas in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part: **WITNESSETH** That the said part 1st of the first part, in consideration of the sum of nine hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2^d of the second part its 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 Southwest Quarter Section 3 township
14 Range 30 containing 16.0 acres in
Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first party hereby covenant and agree that at the delivery hereof he is 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 excepting a mortgage for \$10,000.00 to the K.C. Joint Stock Land Bank.

This Grant is intended as a Mortgage to secure the payment of the sum of nine hundred - Dollars according to the terms of one certain note this day executed by and delivered by the said first party to the said part 2^d of the second part The Lawrence National Bank said note being signed by W. H. Pardee and K. B. Pardee Due 6 months after date 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 2^d of the second part, its 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 part 2^d making such sale, on demand, to said W. H. Pardee heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

W. H. Pardee (SEAL)

(SEAL)

(SEAL)

STATE OF

Kansas Douglas County ss.

BE IT REMEMBERED, That on this 31 day of August A. D. 1923, before me,

L. S.

Geo. W. Kuchner a Notary Public in and for said County and State, came

W. H. Pardee, a widower

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 June 25 1926

Geo. W. Kuchner

Notary Public.

Filed for Record the 31 day of Aug. A. D. 1923, at 1⁴⁵ o'clock P.M.

Geo. E. Wellman Register of Deeds

Deputy.