

MORTGAGE RECORD NO. 60

Recorded Oct. 27 1922  
L. S. & Anna L. S.  
Register of Deeds  
The following is endorsed on the original instrument.  
This note herein described is being given in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 28 day of Oct. A.D. 1922  
L. S. & Anna L. S.  
Allot

This Indenture, Made this 26 day of Sept. in the year of our Lord nineteen hundred twenty three, between M. R. Burris, a single man, of Baldwin City in the County of Douglas and State of Kansas, of the first part, and R. E. Hutchinson of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does sell and mortgage to the said part 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 south twelve acres of the north twenty five acres of the west forty five acres of the North West quarter Section Thirty five (35) Township Twenty (14) Range Twenty (20.)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said M. R. Burris do 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of one certain note this day executed and delivered by the said M. R. Burris to the said part 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 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 making such sale, on demand, to said M. R. Burris, his heirs and assigns.

IN WITNESS WHEREOF, The said part 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 M. R. Burris (SEAL)

STATE OF Kansas } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 26 day of Sept. A. D. 1923, before me, L. S. Charles E. Deeks a Notary Public in and for said County and State, came M. R. Burris a single man 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 Apr 7 1925 Charles E. Deeks Notary Public  
Filed for Record the 27 day of Sept. A.D. 1923 at 8 25 o'clock A.M. J. E. Neillman Register of Deeds  
Deputy.

The following is endorsed on the original instrument:  
This note herein described has been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
Recorded April 17 1924  
J. E. Neillman