

## MORTGAGE RECORD NO. 60

The following is enforced on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.

As witness my hand this 17th day of April A. D. 1924  
Mathias National Bank  
Attorneys  
Chas. Tucker  
(Comp. Seal)

Recorded April 17 1924  
Geo. C. Wellman  
Register of Deeds

This Indenture, Made this 22nd day of September in the year of our Lord  
one thousand nine hundred twenty three between Lewis D. Howard  
a widower of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
Mathias National Bank of the second part:  
WITNESSETH That the said part 4 of the first part, in consideration of the sum of.....  
Two Thousand DOLLARS,  
to.....duly paid, the receipt of which is hereby acknowledged, has 1 sold, and by these presents does grant, bargain,  
sell and mortgage to the said part 4 of the second part, to 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:  
The North East Quarter (NE 1/4) of Section No  
thirty two (32) Township No Thirteen (13) Range  
No Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said  
Lewis D. Howard,  
do es 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 Thousand Dollars  
according to the terms of a certain note this day executed.....  
and delivered by the said Lewis D. Howard to the said part 4 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 4 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 4 making such sale, on demand, to said Lewis D. Howard,  
his heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has 1 hereunto set his hand and seal.....  
the day and year first above written.

Signed, Sealed and Delivered in the presence of Lewis D. Howard (SEAL)  
C. H. Tucker (SEAL)  
(SEAL)

STATE OF Kansas }  
Douglas County } ss.  
BE IT REMEMBERED, That on this 27 day of Sept A. D. 1923 before me,  
Dick Williams a Notary Public in and for said County and State, came  
L. S. Lewis D. Howard

.....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 April 28 1925 Dick Williams Notary Public.

Filed for Record the 27th day of Sept A. D. 1923 at 4:05 o'clock P. M.  
Geo. C. Wellman Register of Deeds  
Deputy.