MORTGAGE RECORD NO. 63

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Lis Junenture, stade this 7th day of April in the year of our Lord worken hundred 4 tweenty six, between Urginia & Mitchell 49. H mitchell her hueband, in the County of Douglas and State of Kansas, of the first part, and ear of our Lord and. n the County of and her husband. Helen B. Mitchell he second part: e sum of WITNESSETH That the said part ice of the first part, in consideration of the sum of Twenty-five Hundred --- DOLL DOLLARS. ......DOLLARS. to them\_ I duly paid, the receipt of which is hereby acknowledged, ha zec\_sold, and by these presents do \_\_\_\_\_\_ grant, bargain, grant, bargain. sell and mortgage to the said part y of the second part heirs and assigns, forever, all that tract or parcel of land r parcel of land sell and mortgage to the said part of the second part here 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: Degin at an iron price & Bit feels outh of the north fine of the Methurest quarter (4) of Section 15 Journship 12, Brange 19, that of the an iron pipe: thuse a Mill 33 degrees fishimutes bast 1000 feet to an iron pipe on the South of the agents of the South of Section of Said quarter section with 13 feet south of the off the Act of the Anno pipe: thuse of Mill 33 degrees fishimutes bast 1000 feet to an iron pipe on the South of the Act of the Anno pipe in the South of the south o with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do ...... hereby covenant and agree that at the delivery hereof they are the lawful owner 5 of the premises, above granted, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances um of Twenty-five Hundred- Jollars according to the terms of a certain note this day executed and delivered by the said furties of the first fart - to the said part y of the second part he second part 5% per le there nts or any part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 solute, and the whole amount shall become due and payable, and it shall be lawful for the said part 1/ of the second part, here executors, ...executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; scribed 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 st 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 parties of the first part - their heirs and assigns. parties of the first part irs and assigns. IN WITNESS WHEREOF, The said part is of the first part ha we hereunto set their hand and seale and seal..... the day and year first above written. i (SEAL) Signed, Sealed and Delivered in the presence of lei (SEAL) .....(SEAL) G STATE OF Tancas Omglas County 2 A. D. 1926, before me, 7 th day of 6 before me. BE IT REMEMBERED, That on this.... Beatt Liceles \_\_\_\_\_ a Notary Public in and for said County and State, came H. Mutchell and J. H. Mitchell nd State, came linki husband. to me personally known to be y known to be L. J. the same person . Liwho 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 e day and year last above written. John H. Jacker. My Commission Expires Sept-9- 19.29-Filed for Record the <u>21st</u> day of <u>May</u> A. D. 1926, at <u>10</u> o'clock <u>A. M.</u> *Las G. Wellmann* Register of Deeds. tary Public. clock P.M. ister of Deeds. and the start of a start of the start

......Deputy.