

MORTGAGE RECORD NO. 58

This Indenture, Made this 30th day of December in the year of our Lord nineteen hundred and eighteen between Louis B. Griffith and Hannah M. Griffith, his wife 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 parties of the first part, in consideration of the sum of Twenty Seven hundred fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 S.W. 1/4 of Sec. 1, and the S.W. 1/4 of Sec. 2, of T. 2 S., R. 14 E., Sec. 1, and that part of T. 2 S. of said S.W. 1/4 of Sec. 1, described as follows: Beginning at a point on the W. line of T. 2 S. of said S.W. 1/4 of Sec. 1, 1/4 chain 65.1 links; thence N. 75° 20' E. 24 chains 59 links; thence S. 67° 54' E. 2 chains 47 links; thence S. 42° 30' E. 11.2 links; thence S. 15 chains 29.2 links more or less to the S. line of T. 2 S. of said S.W. 1/4 of Sec. 1; thence along said S. line 21 chains 67.1 links more or less to the S. line of said Sec. 1; thence N. 1 chain 55.1 links to Beginning at an Iron Pipe, Reg. 15 containing by ad-measurement 32.53 acres more or less in Douglas County, Kansas. Being the same real estate as purchased from H. M. Cowles.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are 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 Twenty Seven hundred fifty Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part The Lawrence National Bank

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 party 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.
Signed, Sealed and Delivered in the presence of Louis B. Griffith (SEAL)
Hannah M. Griffith (SEAL)
(SEAL)

STATE OF KANSAS, } ss.
Douglas County }
BE IT REMEMBERED, That on this 30 day of December A. D. 1918, before me, Geo. H. Kuhner a Notary Public in and for said County and State, came Louis B. Griffith and Hannah M. Griffith his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the 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 Jan 30 1920 Geo. H. Kuhner Notary Public.
Filed for Record the 2 day of January A. D. 1919, at 830 o'clock A.M.
Estelle Nordrup Register of Deeds
Bernie Elora Deputy.

Recorded City 27 - 1918
Estelle Nordrup
Register of Deeds
For Assignment See Book 87 Page 204