

MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of December in the year of our Lord nineteen hundred and eighteen between Louis H. Griffith and Hannah M. Griffith, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said party ies 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 well sold, and by these presents do grant, bargain, sell and mortgage to the said party ies of the second part the same 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:

Beginning at the N.E. Corner of Sec. 2, Tp. 14, R. 18; thence West 162 1/2 feet; thence South 2151 feet; thence East 1620 feet; thence North 2151 ft to place of beginning, containing 80 acres in Douglas County, Kansas.

Being the same real estate as purchased from John W. Flory and others.

with all the appurtenances, and all the estate, title and interest of the said party ies of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 ies 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 ies of the second part, its 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 ies making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said party ies of the first part have well hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Louis H. Griffith (SEAL) Hannah M. Griffith (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 30 day of December A. D. 1918, before me, Geo. H. Nichols a Notary Public in and for said County and State, came Louis H. Griffith and Hannah M. Griffith, his wife to me personally known to be the same person ies 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 June 25 1922 Geo. H. Nichols Notary Public.
Filed for Record the 2 day of January A. D. 1919, at 5:35 o'clock A. M.
Estelle Norchard Register of Deeds
James E. Linn Deputy.

This Indenture is subject to the original mortgage... Lawrence National Bank... Geo. H. Nichols, Lawrence, Kansas

Recorded June 28 1922, Estelle Norchard, Register of Deeds

The foregoing is returned as the original mortgage... The Lawrence National Bank

Recorded Nov 21 1918, Estelle Norchard, Register of Deeds