

MORTGAGE RECORD NO. 58

This Indenture, Made this 31 day of December in the year of our Lord nineteen hundred eighteen between Hallace E. Palmatier and Nettie H. Palmatier, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Farmers State Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Nine hundred fifty and no/100 (\$950.00) 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 part 2d of the second part, 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 Twenty-eight (28) rods East of the Southwest corner of the Northeast quarter of Section Twenty-nine (29), Township Twelve (12) Range Twenty (20) in the city of Elm Street produced East from North Lawrence, thence North Eight (8) rods; thence East One hundred fifty (50) feet; thence North two (2) rods; thence East One hundred twenty eight (28) feet; thence South two (2) rods; thence East Ten (10) rods; thence South Eight (8) rods; thence West Twenty-eight (28) rods to place of beginning, excepting 50 ft. off the West end thereof, in that part of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Hallace E. Palmatier and Nettie H. Palmatier 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 Nine Hundred Fifty and no/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Hallace E. Palmatier and Nettie H. Palmatier to the said part 2d of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 2d of the second part, 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 part 2d making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.
Signed, Sealed and Delivered in the presence of Hallace E. Palmatier (SEAL)
Nettie H. Palmatier (SEAL)
Nettie H. Palmatier (SEAL)

STATE OF KANSAS, }
Douglas County } ss.
BE IT REMEMBERED, That on this 31 day of December A. D. 1918, before me, Geo. L. Breck a Notary Public in and for said County and State, came Hallace E. Palmatier and Nettie H. Palmatier his wife to me personally known to be the same person 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 January 14 1920 Geo. L. Breck Notary Public.
Filed for Record the 16 day of January A. D. 1919 at 1:25 o'clock P.M.
Estlin Hershaupt Register of Deeds
Erna Flora Deputy.

See Release for Book 65 Page 27

Recorded Feb 21 1923
Estlin Hershaupt
Register of Deeds
Douglas County
Kansas