

MORTGAGE RECORD NO. 58

This Indenture, Made this 21st day of January in the year of our Lord nineteen hundred and nineteen between Charles D. Lewis and E. M. Lewis, his wife of Lansence in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One thousand and 75/100 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 parties 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 Southwest quarter (1/4) of the Southwest quarter (1/4) of the North-west quarter (1/4) and the North half (1/2) of the Northwest quarter (1/4) of the Southwest quarter (1/4) all in Section nine (9) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles D. Lewis and E. M. Lewis 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 One thousand Dollars according to the terms of a certain note this day executed and delivered by the said Charles D. Lewis and E. M. Lewis to the said parties 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 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 whole amount shall become due and payable, and it shall be lawful for the said parties 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 parties making such sale, on demand, to said first parties their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered in the presence of

C. D. Lewis (SEAL)
E. M. Lewis (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } st.

BE IT REMEMBERED, That on this 21 day of January A. D. 1919, before me, E. J. Wichne a Notary Public in and for said County and State, came Charles D. Lewis and E. M. Lewis, 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 Jan 25 1922

E. J. Wichne Notary Public.

Filed for Record the 30 day of January A. D. 1919 at 1:15 o'clock P. M.

Estelle K. Kersch Register of Deeds
James H. Gora Deputy.

The County is advised and is advised to be paid in full this mortgage is hereby released and the same being so released discharged. As witness my hand this 21st day of January A. D. 1919.

By E. J. Wichne Notary Public

My Comm. Expires

Recorded March 17th 1922

By Estelle K. Kersch Register of Deeds