

MORTGAGE RECORD NO. 58

This Indenture, Made this 19th day of April in the year of our Lord nineteen hundred nineteen between J. H. McSinnery and Mary McSinnery, his wife of Edgerton in the County of Douglas and State of Kansas, of the first part, and

The Edgerton State Bank, Edgerton, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight hundred dollars (\$800.) 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 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 South half (1/2) of the North West Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Number Fifteen (15), Township Number Fourteen (14) of Range Twenty One (21) East of Sixth Principal Meridian, containing twenty (20) acres more or less,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said J. H. McSinnery and Mary McSinnery, his wife 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 eight hundred Dollars according to the terms of one certain this day executed and delivered by the said J. H. McSinnery and Mary McSinnery, his wife to the said party 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 party 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party 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 the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. H. McSinnery (SEAL)
Mary McSinnery (SEAL)
(SEAL)

STATE OF KANSAS,

Johnson County } ss.

BE IT REMEMBERED, That on this 19th day of April A. D. 1919, before me, Chas. Braun a Notary Public in and for said County and State, came J. H. McSinnery and Mary McSinnery, 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 August 25th 1919 Chas. Braun Notary Public.

Filed for Record the 21 day of April A. D. 1919, at 8²⁶ o'clock A.M.
Estelle Roushrop Register of Deeds
Ezra Flora Deputy.

Recorded April 22, 1923,
Estelle Roushrop,
Register of Deeds,
Johnson County,
Kansas.
W. J. Brown, Clerk.