

MORTGAGE RECORD NO. 58

This Indenture, Made this seventeenth day of May in the year of our Lord one thousand nine hundred and nineteen between Detroit L. Burton, single man of Shiloh Springs Township in the County of Douglas and State of Kansas, of the first part, and Kew Star State Bank of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Twelve hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 East one half of the South West fractional quarter of Section No. Eighteen (18) in Township No. Fourteen (14) of Range No. Nineteen (19) containing 17 3/4 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 Detroit L. Burton do sell hereby covenant and agree that at the delivery hereof he is 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 Twelve hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part due three years after date with interest payable semi-annually at the rate of six per cent per annum. 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 sales 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 of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. L. Hoover Detroit L. Burton (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 28 day of May A. D. 1919, before me, H. H. Ulrich a Notary Public in and for said County and State, came Detroit L. Burton

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 May 4 1921 H. H. Ulrich Notary Public.

Filed for Record the 29 day of May A. D. 1919, at 2:55 o'clock P.M.
Estelle Moschup Register of Deeds
Ferne Elford Deputy.

For Release See Mtg. Book 19, Page 253

PEOPLES STATE BANK