

MORTGAGE RECORD NO. 58

This Indenture, Made this Twenty Eighth day of April in the year of our Lord nineteen hundred and nineteen between G. F. Sanders & Laura B. Sanders of Douglas and State of Kansas of the first part, and John W. Sanders of Merriam, Kans. of the second part:

WITNESSETH That the said part ye of the first part, in consideration of the sum of Twenty five hundred (\$2500.00) & ⁰⁰/₁₀₀ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said part y of the second part his 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 North One Hundred and twenty acres (1200) of the South East quarter of Section (3) Third township fifteen (15) Range Twenty (20) located in Almyra township Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ye of the first part therein. And the said G. F. Sanders & Laura B. Sanders do sell hereby covenant and agree that at the delivery hereof they are 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 Twenty five hundred dollars according to the terms of one certain Promissory Note given this day executed the 24 day of April 1919 and delivered by the said G. F. Sanders to the said part y of the second part Interest payable annly 6% with the privilege of paying any amt. or all of this note at any time by paying up with to date of payment and this conveyances 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 ths conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, his heirs 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 making such sale, on demand, to said parties of the 1st part heirs and assigns.

IN WITNESS WHEREOF, The said part ye of the first part ha se hereunto set their hands hand se and seal se the day and year first above written.

Signed, Sealed and Delivered, in the presence of G. F. Sanders (SEAL) Laura B. Sanders (SEAL) Miss Eva Haynes (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 28 day of April A. D. 19 19, before me, Eva Haynes a Notary Public in and for said County and State, came G. F. Sanders and Laura B. Sanders his wife

(L.S.) of 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 Feb 20 19 22 Eva Haynes Notary Public.

Filed for Record the 5th day of June A. D. 19 19 at 11:10 o'clock A.M. Estelle Northrup Register of Deeds. Deputy.

Notary Public in and for the State of Kansas, My Commission Expires Feb 20 19 22 Eva Haynes Notary Public.

Recorded Jan. 3 1921. Estelle Northrup Register of Deeds. Deputy.