

MORTGAGE RECORD NO. 58

This Indenture, Made this Eleventh day of March in the year of our Lord nineteen hundred and nineteen between Dirby McRill, an unmarried man of Loganville in the County of Lawrence and State of Kansas, of the first part, and The Farmers State and Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of One Thousand and 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he is sold, and by these presents do he grant, bargain, sell and mortgage to the said part y 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:

Beginning at a point five (5) rods South of Northwest corner of Southwest Quarter of Northeast Quarter Section No. Thirteen (13) in Township Twelve (12) South of Range No. Twenty (20) East, thence East Eighty (80) rods, South Twenty (20) rods, West Eighty (80) rods, thence North Twenty (20) rods to place of beginning, containing Ten (10) acres

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Dirby McRill, an unmarried man do he 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 One Thousand Dollars according to the terms of a certain note this day executed and delivered by the said Dirby McRill, an unmarried man to the said part y of the second part.

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 this 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, 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 part y making such sale, on demand, to said Dirby McRill, an unmarried man his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Dirby McRill (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 11th day of March A. D. 1919, before me, the undersigned a Notary Public in and for said County and State, came Dirby McRill, an unmarried man.

(L.S.)

Dirby McRill 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 March 30 1921 Emma Christensen Notary Public.

Filed for Record the 24 day of July A. D. 1919 at 11:20 o'clock a M. Edith Northrup Register of Deeds.

Deputy.

This instrument is intended to be recorded on the original hereon. The same is hereby described having been paid in full, this day of March, 1920. As witness my hand and seal of office, this day of March, 1920.

Recorded Dec. 1st 1920, Edith Northrup Register of Deeds.

Farmers State Savings Bank
Geo. S. Hancock Cash

(Large Seal)

The following is intended to be recorded on the original hereon. The same is hereby described having been paid in full, this day of March, 1920. As witness my hand and seal of office, this day of March, 1920.

Recorded July 30, 1924