

MORTGAGE RECORD NO. 58

Reg. Fee \$ 20

1500

This Indenture, Made this twenty-four day of September in the year of our Lord nineteen hundred nineteen, between Arthur O. Remington and Allie I. Remington, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and

J. H. Griffin

of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of

Six thousand + no/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have received sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 half of the North East Quarter of Section Three (3) Township Fifteen (15), of Range Twenty (20), containing Eighty one + eighty two one hundredths (81 + 82/100) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said parties of the first part do 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 six thousand + no/100 Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part due five years from September 1, 1919, with 6% interest payable annually

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, his 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 making such sale, on demand, to said party of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Arthur O. Remington (SEAL)

Allie I. Remington (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 24th day of September A. D. 1919, before me, the undersigned a Notary Public in and for said County and State, came Arthur O. Remington and Allie I. Remington 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 March 28th 1921

J. B. Rice

Notary Public.

Filed for Record the 1 day of October A. D. 1920, at 11:25 o'clock A.M.

Estelle Norchump Register of Deeds

James Flora Deputy.

See Assignment See Book 57 Page 519