

## MORTGAGE RECORD NO. 58

This Indenture, Made this 30th day of December in the year of our Lord nineteen hundred nineteen between William Spitzgli and Ellen Spitzgli his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Kaw Valley State Bank, Eudora, Kansas of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Seven Thousand 7000 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do 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:

East Half of the Southeast Quarter of Section Thirty Four Township Twelve Range Twenty one.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said William Spitzgli and Ellen Spitzgli 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 Seven Thousand -----

according to the terms of two certain notes this day executed and delivered by the said William Spitzgli and Ellen Spitzgli his wife to the said part y of the second part Kaw Valley State Bank, Eudora, Kansas.

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 th's 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

William Spitzgli (SEAL)  
Ellen Spitzgli (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of Jan A. D. 1920, before me,

G. E. Cory Notary Public in and for said County and State, came  
(L.S.) William Spitzgli and Ellen Spitzgli 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 Dec. 16, 1922 19 G. E. Cory Notary Public.

Filed for Record the 6th day of Jan A. D. 1920 at 11:54 o'clock a. M.  
Estelle Northrup Register of Deeds  
Deputy.

For Release See Book 67 Page 1