

MORTGAGE RECORD NO. 58

This Indenture, Made this 15th day of January in the year of our Lord
nineteen hundred Twenty, between
Samuel Lewis and Lillie Lewis, his wife of _____ in the County of
Johnson and State of Kansas, of the first part, and
San Valley State Bank, Eudora, Kansas of the second part

WITNESSETH That the said party of the first part, in consideration of the sum of Four thousand no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have no/100 sold, and by these presents do no/100 grant, bargain, sell and mortgage to the said party of the second part its heirs and assigns, forever, all that tract or parcel of land

The South Half of the South East Quarter of Section Twenty two (22) Township Thirteen (13) Range Twenty One (21).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel G. New and Lillie G. New, 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 infeasible 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 Four Thousand Dollars according to the terms of — a — certain note this day executed and delivered by the said parties of the first part to the said party of the second part Bank Valley State Bank, Endorsed, Secured.

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

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

Signed, Sealed and Delivered in the presence of

Samuel L. Davis (SEAL)
 Samuel L. Davis (SEAL)
 (SEAL)

STATE OF KANSAS.

Douglas County } SS.

BE IT REMEMBERED, That on this 15th day of January - A. D. 1952 before me, C. C. Cory, a Notary Public in and for said County and State, came Samuel G. Neiv and Ellen L. Neiv his wife dwiting to me personally known to be the same persons 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 above written

My Commission Expires Dec. 16 1932 L. E. Burr

Filed for Record the 16 day of Jan, A. D. 1920, at 8²⁵ o'clock A.M.
Estelle Murchap Register of Deeds
Ferne Floral Deputy.

recreated Jan. 13 1923
 J. B. McIlwain ✓
 Justice of Peace
 Little Rock, Ark.
 The note herein described was
 released and the lien thereby created is hereby
 is/written, my hand this 13th day of Jan. A. D. 1923
 (Raphael)
 R. C. Berger
 Attest:

For Personal Savings Bank 1st Dec 142