

## MORTGAGE RECORD NO. 58

This Indenture, Made this 1st day of January in the year of our Lord nineteen hundred nineteen, between Roger E. Stanley and Kate Stanley, his wife, of Douglas and State of Kansas, of the first part, and Merchant's Loan and Savings Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Thousand <sup>no. 100</sup> DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do 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 situated in the County of Douglas, and State of Kansas, described as follows, to wit: North half (2) of the Southwest quarter (4) Section Three (3) Twp. Fourteen (14) 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 Roger E. Stanley and Kate Stanley, 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 Four Thousand according to the terms of their certain note this day executed and delivered by the said parties of the first part to the said party of the second part Merchant's Loan and Savings Bank, Lawrence, Kansas.

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

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

Signed, Sealed and Delivered in the presence of

Roger E. Stanley (SEAL)  
Kate Stanley (SEAL)

STATE OF KANSAS,

Douglas County } ss.  
BE IT REMEMBERED, That on this 2nd day of January A. D. 1920, before me,

B. E. Cory, a Notary Public in and for said County and State, came Roger E. Stanley and Kate Stanley, his wife, 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 last above written

My Commission Expires Dec. 16 1923 B. E. Cory Notary Public.

Filed for Record the 20 day of Jan A. D. 1920, at 10:20 o'clock A.M.  
Estelle Norchup Register of Deeds  
Gene Ford Deputy.

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS  
IN THE COUNTY OF DOUGLAS, KANSAS, JANUARY 13, 1920.  
This mortgage was recorded in the office of the Register of Deeds  
for the County of Douglas, Kansas, on the 13th day of January, 1920.  
By Ed Whipple  
Merchant's Loan and Savings Bank  
(Corporate Seal)

Recorded Jan 5, 1923  
Estelle Norchup  
Register of Deeds

Recorded January 12, 1923