

MORTGAGE RECORD NO. 58

This Indenture, Made this 24th day of October in the year of our Lord nineteen hundred nineteen between G. J. Mathes and Jeffa M. Mathes, his wife, of Douglas and State of Kansas, of the first part, and Charles E. Sutton or order of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Thirty five thousand five hundred & 25/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he se sold, and by these presents do grant, bargain, sell and mortgage to the said part is of the second part their 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 and South East Quarter of Section 5, Township 12, Range 20.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said G. J. Mathes and Jeffa M. Mathes 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 except a mortgage of 15,500⁰⁰ to the Knights Lodges of Security of Topeka, Kas.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty five thousand five hundred Dollars according to the terms of 2 certain Notes this day executed and delivered by the said G. J. Mathes & Jeffa M. his wife to the said part is of the second part for 30,000⁰⁰ and 5500⁰⁰ respectively.

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 is of the second part, their 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 sale 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 is making such sale, on demand, to said G. J. Mathes his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of G. J. Mathes (SEAL) Jeffa M. Mathes (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 16th day of July A. D. 1920, before me, A. F. Flinn a Notary Public in and for said County and State, came G. J. Mathes and Jeffa M. Mathes, 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 April 10th 1923 A. F. Flinn Notary Public.
Filed for Record the 16 day of July A. D. 1920 at 10:35 o'clock a. M. Estelle Northrup Register of Deeds Deputy.

See Release of Probate 57 Page 648