

MORTGAGE RECORD NO. 58

This Indenture, Made this 1st day of March in the year of our Lord nineteen hundred and twenty between B. C. Day and Rosa M. Day his wife, of Douglas in the County of The Lawrence National Bank and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

WITNESSETH That the said party in of the first part, in consideration of the sum of Eight thousand DOLLARS, to \_\_\_\_\_ 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 of the second part its successors 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 southwest quarter of Section 25 Township 13 Range 20 less 5 1/2 acres deeded to Southern Kansas Railway Company also less a strip on the southeast corner 60 feet by 160 feet sold to Douglas County Cooperative Association.

with all the appurtenances, and all the estate, title and interest of the said party in of the first part therein. And the said first parties 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 inalienable 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 Eight Thousand Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of of the second part The Lawrence National Bank.

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 of the second part, its successors 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 of making such sale, on demand, to said first parties and assigns.

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

Signed, Sealed and Delivered in the presence of \_\_\_\_\_ B. C. Day (SEAL) \_\_\_\_\_ Rosa M. Day (SEAL) \_\_\_\_\_ (SEAL)

STATE OF KANSAS, } ss. Douglas County }  
BE IT REMEMBERED, That on this 1st day of March A. D. 1922, before me, Geo. H. Kuknel a Notary Public in and for said County and State, came B. C. Day and Rosa M. Day, his wife

(G. H.) to me personally known to be the same person of 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 Jan 25 1923 Geo. H. Kuknel Notary Public.  
Filed for Record the 4 day of March A. D. 1922, at 9 40 o'clock A.M.  
Estelle Northrup Register of Deeds  
Ferne Flora Deputy.

For Release per Book 75 Page 335.