

# MORTGAGE RECORD NO. 58

This Indenture, Made this 27th day of February in the year of our Lord nineteen hundred and twenty between J. S. Montgomery and Sarah A. Montgomery, his wife of Lawrence P. O. in the County of Douglas and State of Kansas, of the first part, and Frank Phillips of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eleven Hundred 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 his 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 West half (1/2) of the Northwest quarter (1/4) of the South East quarter (1/4) of the South East quarter (1/4) of Section One (1) Township Thirteen (13) Range Nineteen (19) East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Eleven Hundred dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part due March 1st, 1921, with 6% interest from date

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments for 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 making such sale, on demand, to said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

J. S. Montgomery (SEAL)  
Sarah A. Montgomery (SEAL)

STATE OF KANSAS,

Douglas County ss.  
BE IT REMEMBERED, That on this 27 day of February A. D. 1920, before me, the undersigned a Notary Public in and for said County and State, came J. S. Montgomery and Sarah A. Montgomery, 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 Sept 15th 1922 E. J. Hickey Notary Public.

Filed for Record the 16 day of Mar A. D. 1920, at 7:45 o'clock A. M.  
Estelle Worschup Register of Deeds  
Ferns E. Lord Deputy.

This mortgage is subject to the order of the mortgagee in the event of default in the payment of the mortgage. As witness my hand and seal this 27th day of February, A. D. 1920.

J. M. Collins

J. M. Collins

Received May 5 1921

Estelle Worschup  
Register of Deeds  
Ferns E. Lord  
Deputy

In Assignment See Book 12 Page 78

PEOPLES STATE BANK