

MORTGAGE RECORD NO. 58

This Indenture, Made this 23rd day of April in the year of our Lord nineteen hundred and twenty between John H. Banks and Nellie M. Banks, his wife, of the Township of Douglas in the County of Douglas and State of Kansas, of the first part, and Louis M. Flory, Trustee for Eliza Flory of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he del sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 East half (1/2) of the South-east quarter (1/4); the South-west quarter (1/4) of the South-east quarter (1/4); and the East One (1/2) of the North-west quarter (1/4) of said South-east quarter (1/4) of Section Five (5) in Township Fourteen (14) of Range Nineteen (19) in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Three Thousand 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 part y of the second part Payable on or before two years after date according to terms of said note 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 y 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 part y making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Hugh Blair

John H. Banks (SEAL)

Nellie M. Banks (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of April A. D. 1920 before me, Hugh Blair a Notary Public in and for said County and State, came John H. Banks and Nellie Banks, 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 28th Decr 1921

Hugh Blair

Notary Public.

Filed for Record the April 23 day of April A. D. 1920, at 5:00 o'clock P.M.

Estelle Berthrup

Register of Deeds

Deputy.