

MORTGAGE RECORD NO. 58

This Indenture, Made this 30th day of April in the year of our Lord nineteen hundred Twenty between Wm Greff Jr. and Mrs. Wm Greff, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The State Bank of Eudora, Eudora, Mo. (A Corporation) of the second part: **WITNESSETH** That the said parties of the first part, in consideration of the sum of One Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents dowe grant, bargain, sell and mortgage to the said party of the second part its successors heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to wit: Lot Number (5) Five in Block Number One hundred and forty five (145) City of Eudora, County and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Wm Greff Jr. and Mrs. Wm Greff, his wife dowe 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 Dollars according to the terms of one certain note this day executed

and delivered by the said Wm Greff Jr. and Mrs. Wm Greff to the said party of the second part due and payable two years after date with interest at the rate of 6% per annum, payable semi-annually, at the State Bank of Eudora, Eudora, Mo. 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 making such sale, on demand, to said Wm Greff Jr. and Mrs. Wm Greff, his wife 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 Wm Greff Jr. (SEAL) Mrs. Wm Greff (SEAL) F. C. Starr (SEAL)

STATE OF KANSAS, } ss. Douglas County }

BE IT REMEMBERED, That on this 30th day of April A. D. 1922, before me, F. C. Starr a Notary Public in and for said County and State, came Wm Greff Jr. and Mrs. Wm Greff, 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. 4th 1922 F. C. Starr Notary Public.

Filed for Record the 6 day of Aug. A. D. 1922, at 8:52 o'clock A. M. Eutaw Tinschup Register of Deeds Ernest H. Hays Deputy.

Recorded Nov. 8th 1921  
Epelle Postlethwaite  
Register of Deeds  
This Indenture was duly acknowledged and the mortgage is duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on this 7th day of April A. D. 1922.  
Attest: F. C. Starr  
Notary Public

PEOPLES STATE BANK