

MORTGAGE RECORD NO. 58

This Indenture, Made this 6th day of August in the year of our Lord thirteen hundred and twenty between Jonas M. Adams, unmarried, of Douglas in the County of Douglas and State of Kansas, of the first part, and Elizabeth C. Rice of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Five hundred DOLLARS, to him 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 her 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 South one (1) acre of the West two (2) acres of the South half (1/2) of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section No. Nineteen (19), Township Twelve (12), Range Twenty (20), East,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part

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, her 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 making such sale, on demand, to said party of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Jonas M. Adams (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 6th day of August A. D. 1922, before me, August L. Selig a Notary Public in and for said County and State, came Jonas M. Adams, unmarried,

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 October 7 1922 August L. Selig Notary Public.

Filed for Record the 7 day of August A. D. 1922, at 422 o'clock P.M.
Estelle Norchump Register of Deeds
Ferne Florie Deputy.

The following is a copy of the original instrument as the same is now on file in the office of the Register of Deeds for the County of Douglas, Kansas, and is hereby certified to be a true and correct copy of the original instrument as the same is now on file in the office of the Register of Deeds for the County of Douglas, Kansas.

Recorded Aug. 13 " 1923. Carl R. Cameron July August 13 1923

William E. Cameron Register of Deeds

PEOPLES STATE BANK

For Assignment See Book 52 Page 110