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MORTGAGE RECORD NO. 58

The following is and

Recorded Novi 5

This Indenture, Made this _____ Jurch____ day of _____ November _____ in the year of our Lord This Indenture, Made this Such day of the and behave and Mary moneteen hundred and twenty, between George Schwartz and Mary S. L. and for the country of Sawtences in the County of Marconber A. D. 1923 mortgage is hereby Schwartz, his wifes o Douglas and State of Kansas, of the first part, and of the second nart: P. m. Copenhaver WITNESSETH That the said part in of the first part, in consideration of the sum of One Thousand DOLLARS to then duly paid, the receipt of which is hereby acknowledged, haze sold, and by these presents do grant, bargain, situated in the County of Douglas, and State of Kansas, described as follows, to wit: situated in the County of Douglas, and State of Kansas, described as follows, to wit: The North (40) Torty feel of Lot Numbered One hundred sight (108) on New Jercey Street in the bity of Sourcence. The following is endorced on the a lea thereby created hand thisnierein dote and the witness my. released with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the saidparties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, 1923 and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Carles 24 One Thousand Dollars according to the terms of ______ certain _____ restu account to the terms of partice of the part to the soid party of the second idivered by the said party of the second idiverse date herewith due and payable in Surs years after date, to the said part 4 of the second part with Eight Te remisanneal interest theread and this conveyancet shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or inter-C'reyded est 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, ______ Reit_ 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 is making such sale, on demand, to said parties of the first part IN WITNESS WHEREOF, The said part in of the first part ha 22 hereunto set _____ their hand _____ hand _____ the day and year first above written. Cenzer Schwarg (SEAL) Mary Schwarg (SEAL) Signed, Sealed and Delivered in the presence of (SEAL) STATE OF KANSAS. Douglas County BE IT REMEMBERED, That on this ______ day of Mavembers A. D. 1922, before me, the undersigned a Notary Public in and for said County and State, came Seorge Schwartz and Mary Schwartz, his wife, to me personally known to be the same person? who executed the foregoing instrument, and fully acknowledged the execution of the same (2°.8.) In Witness Whereof 1 have hereunto subscribed my name and affixed my official seal on the day and year last above written My Commission Expires Sept 15 1982 - E. Hilkey -Notary Public. 2_____ Filed for Record the day of 200. _ A. D. 1920 o'clock ____ Q.M Estelle Northrup Register of Deeds Ferne Flora Deputy.