

MORTGAGE RECORD-59.

Reg. No. 2058

Fee Paid 5.00 ✓

THE FOLLOWING IS ENFORCED ON THE ORIGINAL INSTRUMENT

Recorded of Charles J. Fawl March 2 1928

the sum of Two Thousand and no/100 Dollars in full satisfaction of the within Mortgage. Kansas State Bank Overbrook, Kansas

Corp Seal

Recorded March 5 1928

J. E. Wellman Register of Deeds

This Indenture, Made this 27th day of March A. D. 1928 between Charles J. Fawl and Jennie E. Fawl - his wife.

Douglas County, in the State of Kansas of the first part, and The Kansas State Bank, Overbrook, Kansas of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS,

the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said part 2d of the second part, its successors, heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to wit:

The East one half (1/2) of the Southeast Quarter (1/4) of Section Thirty (30), Township Fourteen (14) Range Eighteen (18).

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Charles J. Fawl & Jennie E. Fawl

has on this day executed and delivered one certain promissory note in writing to said part 2d of the second part, of which the following is a copy: "2000.00 Overbrook, Kansas. March 27th 1928. Two years after date for value received, I, we or either of us, promise to pay to the order of The Kansas State Bank, Two Thousand and no/100 Dollars, With interest at the rate of six percent per annum, from date as The Kansas State Bank Overbrook, Kansas. If not paid when due, this note shall draw 10 percent interest from date. We also make, purchase, endorse and guarantee of this note, to be duly and lawfully presented for payment: notice of non-payment, protest & notice of protest & diligence of bringing suit, against any party, agents, and consent that time of payment may be extended without notice except to any of the parties of this note."

Charles J. Fawl.
Jennie E. Fawl.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, its successors, heirs and assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part 2d of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and the day and year first above written.

Executed in the presence of

Charles J. Fawl.
Jennie E. Fawl.

STATE OF KANSAS,

Osage County, ss.

Be it Remembered, That on this 27 day of March A. D. 1928 before me

L. J. the undersigned Charles J. Fawl and Jennie E. Fawl who are personally known to me to be the same persons who executed the within instrument of writing, and such persons are 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 May 8 1927 Edw. H. Platt Notary Public.

Recorded - Sept. 23 - 1926.
at 8³⁰ A. M.

J. E. Wellman
Register of Deeds.