

Mortgage Record No. 52.

This Indenture, Made this Twelfth day of February in the year of our Lord
Nineteen Hundred & Fourteen, between J. H. Eibest, a single man, of the
Township of Grant in the County of
Douglas and State of Kansas, of the first part, and

of the second part:
 WITNESSETH, That the said party us of the first part, in consideration of the sum of

Eight Hundred DOLLARS,
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do he grant, bargain, sell
 and mortgage to the said party us 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 North-east quarter (1/4) of North-east (1/4) of Section number
Thirteen (13) in Township number Twelve (12) of Range number
Nineteen (19) in said County and State.

with all the appurtenances, and all the estate, title and interest of the said party us of the first part therein. And the said
Party of the first part
 do he 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
Eight Hundred Dollars
 according to the terms of One certain note this day executed
 and delivered by the said Party of the first part to the said party us of the second part
payable five years after date with interest thereon according to the
terms of said note and coupons thereto attached.
 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part there-
 of, 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 us of the second part, his executors, adminis-
 trators 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 surplus, if any there be, shall be paid by the party us making such sale, on demand, to said
party of the first part his heirs and assigns.

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

Signed, Sealed and Delivered in presence of
Jennie Watt J. H. Eibest
 (SEAL) (SEAL)
 (SEAL) (SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 10th day of February A. D. 1914, before me,
Jennie Watt a Notary Public in and for said County and State, came
J. H. Eibest, a single man,
 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 30th Mch 1916 Jennie Watt Notary Public.

Filed for Record the 11th day of Feb A. D. 1914, at 12⁰⁰ o'clock — M.
Floyd L. Lawrence Register of Deeds.
Geo. C. Vogel Deputy.

In consideration of full pay-
 ment of the within mortgage I
 hereby release the same this
11th day of February 1914

ATTEST:
Floyd L. Lawrence
 Register of Deeds.