

MORTGAGE RECORD NO. 55.

This Indenture, Made this 24th day of March in the year of our Lord Nineteen hundred and seventeen, between B. M. Garber and Sarah E. Garber his wife of the Township of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Eight Hundred and seventy five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 south half (1/2) of the North-west quarter (1/4) of Section Fourteen (14) Township Fourteen (14) Range Eighteen (18) and commencing at North-east corner of said North half of said North-west quarter; thence North 20.32 Rods; thence West 45 rods; thence South 20.32 rods; thence East 45 rods to place of beginning. Also all that part of South half (1/2) of North-east quarter (1/4) of Section Fourteen (14) lying West of the traveled road running in a Southwesterly direction across said South half, all three parcels contain by admeasurement 101 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 & seventy five according to the terms of one certain note (this day executed) and delivered by the said Parties of the first part to the said part of of the second part Payable three 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 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 part of of the second part, his 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 of making such sale, on demand, to said Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

B. M. Garber (SEAL)
Sarah E. Garber (SEAL)
(SEAL)

BE IT REMEMBERED, That on this 24th day of March A. D. 1917, before me, Jennie Hath a Notary Public in and for said County and State, came B. M. Garber and Sarah E. Garber his wife to me personally known to be the same person S. 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 March 1920 Jennie Hath Notary Public.

Filed for Record the 27th day of March A. D. 1917, at 9:05 o'clock A. M. Estelle Northrup Register of Deeds. Deputy.

The following is endorsed on the original instrument.
This note herein described having been paid in full, the mortgage is hereby released and the lien thereby created is discharged.

As witness my hand this 16th day of April A. D. 1923
Emmie J. Blair Secretary of the State
William H. Blair Attorney General

Recorded April 16th 1923
Opal E. McElwain
Register of Deeds