

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 17th day of March in the year of our Lord one thousand nine hundred and twenty, between E. W. Schafstall and Anna E. Schafstall, his wife of Douglas in the County of M. Bunch and State of Kansas, of the first part, and Eva M. Niel and Anna M. Niel of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty-five hundred fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part their 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 Northeast Quarter of Section thirty-one, township thirteen, range twenty, containing 160 acres.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties 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 Twenty-five hundred fifty Dollars according to the terms of three certain notes this day executed and delivered by the said first parties to the said part y of the second part Eva M. Niel and Anna M. Niel, as follows: note for \$250 to Eva M. Niel, due March 1st 1925 with interest from date at 6%, two notes for \$500 each due April 1st 1925 with interest at 6% from maturity. 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 ies of the second part their 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 y making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

E. W. Schafstall (SEAL)

Anna E. Schafstall (SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
Douglas County

BE IT REMEMBERED, That on this 18th day of April A. D. 1925 before me, Eva H. Neville a Notary Public in and for said County and State, came E. W. Schafstall and Anna E. Schafstall, 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 October 14 1929 Eva H. Neville Notary Public.

Filed for Record the 20th day of April A. D. 1925 at 9<sup>15</sup> o'clock A. M.  
Ellie Watkins Register of Deeds.  
Lo Paine Walton Deputy.

See Release see Book 27, Page 177