

MORTGAGE RECORD NO. 55.

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Feb 18 8:15

This Indenture, Made this sixteenth day of February in the year of our Lord one thousand nine hundred and eighteen, between M. Eager and E. J. Eager, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. J. Day, of Douglas County, Kansas of the second part:

WITNESSETH, That the said part and of the first part, in consideration of the sum of Five Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has 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 North half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter, all in Section Thirty-two (32), Township (12) twelve, Range (19) nineteen, in Douglas County, Kansas!

with all the appurtenances, and all the estate, title and interest of the said part and 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 owners 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 Five Thousand Dollars according to the terms of one certain note this day executed and delivered by the said parties to the said part of of the second part H. J. Day.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 and of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of M. Eager (SEAL) E. J. Eager (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 16th day of February A. D. 1918, before me, Geo. H. Kuhne a Notary Public in and for said County and State, came M. Eager and E. J. Eager, his wife to me personally-known to be the same person and 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 Jan 25 1922 Geo. H. Kuhne Notary Public.

Filed for Record the 18th day of February A. D. 1918, at 10:45 o'clock A.M. Esmer Northrup Register of Deeds. Ferne Flood Deputy.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.  
As witness my hand this 16th day of February A. D. 1918  
Attest: Myself  
Geo. H. Kuhne  
Notary Public

Recorded Aug 15, 1922  
Chas. E. Carver, Reg. of Deeds  
Douglas County, Kansas