

MORTGAGE RECORD NO. 58

This Indenture, Made this Fourth day of September in the year of our Lord nineteen hundred and eighteen between A. R. Maxwell and Emma Maxwell of Douglas and State of Kansas, of the first part, and Carrie Chaus of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five hundred Dollars (\$500.00) 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 party 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:

Commencing at a point three hundred and ninety five feet (395) west and fourteen (14) feet north of the southeast corner of lot no three (3) in Section No. Twenty four (24) in Township No. Twelve (12) south of Range No. Ten (10) East of 6th Principal Meridian thence running East four hundred and sixteen and 60/100 feet thence North thirteen hundred and one (1301) feet thence East two hundred and eight and 7/10 (208 7/10) feet thence south six hundred and seventy one (671) feet thence East two hundred and eight and 7/10 feet thence south six hundred and thirty six (636) feet to the place of beginning, containing nine and 23/100 (9 23/100) acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. R. Maxwell and Emma Maxwell 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 in that they all warrant and defend the same in the quiet and peaceable possession of said second party his heirs assigns, forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars

according to the terms of one mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part being for the purchase money of above premises and due in five years from date, with interest from date to maturity as provided by the contract attached thereto, and interest after maturity is fixed at the rate of 10% per annum, until fully paid 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 party 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 due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of A. R. Maxwell (SEAL) Emma Maxwell (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 29th day of August A. D. 1918, before me, August L. Selig a Notary Public in and for said County and State, came A. R. Maxwell and Emma Maxwell his wife 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 October 7 1922 August L. Selig Notary Public

Filed for Record the 9 day of Sept A. D. 1918, at 10:30 o'clock A. M. Estelle Wehrman Register of Deeds Emma Filora Deputy.

See Release in Book 75 Page 532

PEOPLES STATE BANK