

MORTGAGE RECORD NO. 58

This Indenture, Made this 19th day of September in the year of our Lord
thirteen hundred and eighteen between James E. Dyer and Bridget Dyer
his wife of Baldwin in the County of
Douglas and State of Kansas, of the first part, and

Michael Dyer of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of

Four 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 2d 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 West half (1/2) of the North
West quarter (1/4) of Section Sixteen (16) Township fifteen (15) Range
Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
James E. Dyer and Bridget Dyer
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
Four Thousand dollars
according to the terms of note certain note this day executed
and delivered by the said James E. Dyer and Bridget Dyer to the said part 2d of the second part
due in two years with interest at the rate of 5% payable annually

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 inter-
est 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 2d 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
sale to retain the amount then 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 part 2d making such sale, on demand, to said James E. Dyer
his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand s and seal s
the day and year first above written.

Signed, Sealed and Delivered in the presence of
W. M. Clarke James E. Dyer (SEAL)
Mrs. H. L. Dyer Bridget Dyer (SEAL)
Mrs. H. L. Dyer (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 19 day of Sept A. D. 1918, before me,

W. M. Clarke a Notary Public in and for said County and State, came
James E. Dyer and Bridget Dyer his wife
(L.S.) 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 May 15 1919 W. M. Clarke Notary Public.

Filed for Record the 24 day of Sept A. D. 1918 at 2⁰⁰ o'clock P. M.
Exile Northrup Register of Deeds
Deputy.

These lands described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 24th day of September, A. D. 1918.

Michael Dyer

W. M. Clarke
Notary Public

Recorded Oct. 22 1918

Exile Northrup
Register of Deeds

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