

# MORTGAGE RECORD NO. 58

This Indenture, Made this 2nd day of December in the year of our Lord nineteen hundred and eighteen between Carl Hird and Edna Hird, his wife of Douglas and State of Kansas, of the first part, and N. Eger of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Thirty one hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sell sold, and by these presents do grant 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 north west quarter all in Section thirty two Township twelve Range Nineteen in Douglas County, Kansas.

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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances excepting a prior mortgage for 5000.00

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty one hundred Dollars according to the terms of two certain notes this day executed and delivered by the said first parties to the said part of of the second part N. Eger one note 700.00 one note for 2400.00

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 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 of making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Carl Hird (SEAL)  
Edna Hird (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2 day of December A. D. 1918, before me,

E. W. Dickson a Notary Public in and for said County and State, came Carl Hird and Edna Hird, his wife

for them to me personally known to be the same persons 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 E. W. Dickson Notary Public.

Filed for Record the 3 day of December A. D. 1918, at 8:30 o'clock A.M.

Estelle Northrup Register of Deeds  
Gene Flora Deputy.

This instrument is intended to be a mortgage and the mortgagee hereby acknowledged having been paid in full, this mortgage is hereby released and the said change is made accordingly. All without any fraud. A. D. 1918.

Recorded May 8 1922  
Estelle Northrup, Register of Deeds  
Gene Flora, Deputy

PEOPLES STATE BANK