

MORTGAGE RECORD NO. 58

This Indenture, Made this 21st day of November in the year of our Lord nineteen hundred eighteen between H. A. Edler and Olive M. Edler his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and The State Bank of Eudora, Eudora, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of

Two thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do well grant, bargain, sell and mortgage to the said party of the second part its 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 northwest quarter of section number twenty, in township number fourteen south, of range number twenty one east, subject to first mortgage of \$2000 payable to the Northwestern Mutual Life Insurance Co.

Eudora, Kansas, Nov. 21st 1918. \$2000
Three years days after date, I, or either of us, promise to pay to the order of State Bank of Eudora, at its office in Eudora, Kansas, Two thousand Dollars with interest at the rate of 6 per cent per annum from date until due. This is secured by interest payable semi-annually. Interest at rate of 10 per cent per annum after maturity.

We the maker, borrower, assignor, and surety severally waive, guarantee and agree to pay on demand, protect and notice of protest, for non payment of this note. H. A. Edler
No. 142 Due 1921. Balance \$40.00 Mollie M. Edler
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. A. Edler and Olive M. Edler his wife do well hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$1600.

This Grant is intended as a Mortgage to secure the payment of the sum of

Two Thousand Dollars according to the terms of one certain note this day executed and delivered by the said H. A. Edler and Olive M. Edler to the said party of the second part The State Bank of Eudora

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 its 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 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 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 H. A. Edler (SEAL)
Mrs. Olive M. Edler (SEAL)
_____ (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 21 day of November A. D. 1918, before me, H. A. Edler and Olive M. Edler his wife a Notary Public in and for said County and State, came the same person affirming 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 Feb. 18 1922 August H. Fiedler Notary Public.

Filed for Record the 5 day of December A. D. 1918, at 8:50 o'clock A. M.
Estelle H. Harkness Register of Deeds
Ferne Glavin Deputy.

The following is returned on the original instrument
There are herein mentioned having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 21st day of November, A. D. 1918.
W. C. Schuyf (Seal)
State Bank of Eudora
Pay to Cash - Eudora

Recorded May 10 1920
Estelle H. Harkness
Register of Deeds
Ferne Glavin
Deputy

The following is contained on the original instrument.

The following is returned on the original instrument
There are herein mentioned having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 21st day of November, A. D. 1918.
W. C. Schuyf (Seal)
State Bank of Eudora
Pay to Cash - Eudora