

MORTGAGE RECORD NO. 58

This Indenture, Made this 10 day of October in the year of our Lord moneten hundred eighteen between August J. Bohmsack and Ella Bohmsack, his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and M. E. Piller of the second part:

WITNESSETH That the said part ice of the first part, in consideration of the sum of Three Thousand DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, have ice sold, and by these presents do ice grant, bargain, sell and mortgage to the said part y of the second part ice 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 East quarter (1/4), of section Eighteen (18), Township Thirteen (13) Range Twenty-one (21), In Douglas County, Kansas Eudora, Kansas, October 10, 1918

First year's lease after date, I, ice or either of us, promise to pay to the order of M. E. Piller, at its office in Eudora, Kansas Three Thousand Dollars with interest at the rate of five percent per annum from date until due. Value received. Interest payable semi-annually. Interest at a rate of 10 per cent per annum after maturity. We, the mortgagor, endorse, assign, and certify, severally and jointly, presentment for payment, demand, protest and notice of protest, for non-payment of this note. August J. Bohmsack
M. E. Piller Revenue Stimpfer & Co. Ella Bohmsack

with all the appurtenances, and all the estate, title and interest of the said part ice of the first part therein. And the said August J. Bohmsack and Ella Bohmsack, his wife, do ice hereby covenant and agree that at the delivery hereof they are the lawful owner ice 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 Three thousand according to the terms of one certain note this day executed and delivered by the said August J. Bohmsack and Ella Bohmsack, his wife to the said part y of the second part

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 part y of the second part ice 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said August J. Bohmsack and Ella Bohmsack, his wife heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

August J. Bohmsack (SEAL)
Ella Bohmsack (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 10 day of October A. D. 1918, before me,

August H. Fickler a Notary Public in and for said County and State, came August J. Bohmsack and Ella Bohmsack, his wife,

ice to me personally known to be the same person ice 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 Oct 18 1922 August H. Fickler Notary Public.

Filed for Record the 5 day of December A. D. 1918, at 9:20 o'clock A. M.
Estelle M. Schrup Register of Deeds
Lune Hora 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 extinguished.
As witness my hand this 6th day of June A. D. 1927

This mortgage was not recorded on the original instrument.

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 extinguished.
As witness my hand this 6th day of June A. D. 1927
Estelle M. Schrup Register of Deeds
Lune Hora Deputy.