

MORTGAGE RECORD NO. 58

This Indenture, Made this sixth day of December in the year of our Lord one thousand eight hundred and eighteen between J. F. McCabe and wife Ora A. McCabe of Douglas in the County of Douglas and State of Kansas, of the first part, and Melvin McCabe of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Seven Thousand and five hundred dollars and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have rel sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part 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 southwest quarter of the north-west quarter of section number one, the southeast quarter of the northeast quarter of section number two, and the north half of the northeast quarter of the southeast quarter of section number two, all in township thirteen, south of range twenty, east of the 6th R.M. in said County and State, and containing one hundred and twenty acres more or less according to the government survey, less railroad right of way.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except provisions of law from John N. Deamer to Melvin McCabe dated January 9th 1904. This Grant is intended as a Mortgage to secure the payment of the sum of \$7500.00

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part y of the second part due in five years from date with interest at six per cent per annum, payable semi-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 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, her 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 part y making such sale, on demand, to said parties of the first part or their legal representatives and heirs and assigns.

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

Signed, Sealed and Delivered in the presence of J. F. McCabe (SEAL) Ora A. McCabe (SEAL)

STATE OF KANSAS, Douglas County } ss. 6th day of December A. D. 1918, before me,

BE IT REMEMBERED, That on this 6th day of December A. D. 1918, before me, Ord Clingman a Notary Public in and for said County and State, came J. F. McCabe and wife Ora A. McCabe 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 27th 1921 1921 Ord Clingman Notary Public.

Filed for Record the 10th day of Dec A. D. 1918 at 355 o'clock P. M. Estelle Dethman Register of Deeds Deputy.

The following is endorsed on the original instrument.
The note herein referred to having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.
A. D. 1922 day of September
Attest: Melvin McCabe
Recorded Sept 20th 1922
South St. Louis, Mo.
L. S. Miller, Rep.