

MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of December in the year of our Lord mission hundred and eighty between Hannah Whedon, a widow woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. A. Whedon of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of Eight hundred and no DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do ac 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: an undivided one half interest in the Northeast quarter of the Northeast quarter of Section 20, Township 13, Range 20; also, an undivided one half interest in the west 48 2/3 acres of that part of the Southeast quarter of Section 17, Township 13, Range 20, which lies South of Okamaw river, less land heretofore conveyed to C. A. Whedon

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Hannah Whedon do set hereby covenant and agree that at the delivery hereof she is 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

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of one certain note this day executed and delivered by the said Hannah Whedon to the said part of 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 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 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 of making such sale, on demand, to said Hannah Whedon, her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Hannah Whedon (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of December A. D. 1918, before me, C. C. Stewart a Notary Public in and for said County and State, came Hannah Whedon, a widow woman

(L.S.)

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto set hand my name and affixed my official seal on the day and year last above written

My Commission Expires July 2 1921

C. C. Stewart Notary Public.

Filed for Record the 20th day of Dec A. D. 1918, at 3⁰⁵ o'clock P.M.

Estelle T. Ketchum Register of Deeds
Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 18 day of December 1918 C. A. Whedon

ATTEST:

Estelle Ketchum Register of Deeds
Gene Silvers Deputy.