MORTGAGE RECORD NO. 58

56

200/137- Page 22

12

-15

This Indenture, Made this 20th day of August in the year of our Lord nineteen hundred eighteen between Edward Shively and era Shirely, his wife \_\_\_\_\_ of Elendale \_\_\_\_\_ in the County of Sas and gelece \_\_\_\_\_ and State of Varianti for the first part, and \_\_\_\_\_\_ Q.m. Shively WITNESSETH That the said part. CCC. of the first part, in consideration of the sum of deventy Fine Hubbard + 00/00 to the sold, and by these presents do grant, bargain, bargain, bargain, bargain, bargain, bargain, bargain, sell and mortgage to the said part of the second part situated in the County of Douglas, and State of Kansas, described as follows, to wit: The Southwest Quarter (14) of Section Three (3); and the South Seventy (12) acres of the Dorthwest quarter (4) of Section Stree (3); all in Sounship Fourteen (14), of Bange Eighteen (18). 圜 with all the appurtenances, and all the estate, title and interest of the said part\_\_\_\_\_\_ of the first part therein. And the said\_\_\_\_\_ artic of the first bart hereby covenant and agree that at the delivery hereof they ane 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 .... \$7500.00 Dellare certain note according to the terms of One this day executed.... and delivered by the said fartice of the first bart to the said part-4 ...... of the second part Seven date herewith due and bayable in fiveryease atter date. wich 5 % interest peranany payable annually and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then th's conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part, 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 salet, and the overplus, if any there be, shall be paid by the partage making such sale, on demand, to said partice of the first bart on their ... beirs and assigns. IN WITNESS WHEREOF, The said part Lee of the first part have bereunto set their hand chand sealthe day and year first above written. Edward Shirtly (SEAL) Ora Shirtly (SEAL) Signed, Sealed and Delivered in the presence of SEAL STATE OF KANSAS, Douglas County 20 BE IT REMEMBERED, That on this.... day of August A. D. 1918., before me, the undercigned a Notary Public in and for said County and State, came Edward Shinely and Ora Shinely, his wife to me personally known to be of intiliand the same personally known the same personally known the same personally who executed the foregoing instrument, and duly acknowledged the execution of the same. (a.s.) 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 debternhen 15 19/8 E. S. Kelken Notary Public. Filed for Record the \_\_\_\_\_ 30th day of Dec. A. D. 19/2, at 920 o'clock Q. M. Elelle Dorthrup Register of Deeds Firme Flora, Deputy,