

MORTGAGE RECORD NO. 58

This Indenture, Made this 17th day of February in the year of our Lord nineteen hundred and nineteen, between Cl. E. Briefer and Martha V. Briefer his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Barrie Shaw
Law Attorney in part

WITNESSETH That the said part of the first part, in consideration of the sum of Five Thousand DOLLARS,

to them^s duly paid, the receipt of which is hereby acknowledged, haveⁿ sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part her^s 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: Beginning at a stone 215 feet N.E. of the backwrd corner of the Northwest fractional quarter of Section 18, Township Range 22, and 300 feet E. of the middle of said section, which said tract is 75 feet North and 500 feet S.E. of the Munden corner Surveyed and 300 feet South of the same. Thence Westward variation line 30 degrees and Thirty-five minutes East, back 650 feet to a stone, thence South 55 degrees Twenty minutes, East 575 feet to a stone, thence South 60 degrees East 200 feet to a stone, thence South 75 degrees East 245 feet to a stone, thence South 60 degrees East 850 feet to a point 500 feet East of east line of said quarter section, thence North 50 degrees East along the North line of said Quarter of 1/4 mile, 850 feet to a point 500 feet East of east line of said quarter section, thence North 25 degrees and parallel to the East line of said quarter tract to 12 1/2 feet to the place of beginning, containing 26.6 acres Also all other right title and interest in and the right of way agreement recorded in Volume 132, page 218, Register of Deeds office, Douglas County, Kansas on August 25, 1915, the foregoing description, omitted and Deed as made and recorded being left record of record, Douglas County, Kansas by the trustee of said tract in said County with all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of the second part payable five years after date without interest thereon according to the terms of said note and coupons thereto attached,

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, her^s 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 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Cl. E. Briefer (SEAL)
Martha V. Briefer (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

} ss.

BE IT REMEMBERED, That on this 17th day of Feb., A. D. 1919, before me,

Cl. E. Briefer and Martha V. Briefer, Executives

Notary Public in and for said County and State, came (20) (20) 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 subscribed my name and affixed my official seal on the day and year last above written

My Commission Expires 30th March 1922

Jennie Shatt

Notary Public

Filed for Record the 20 day of Feb. A. D. 1919, at 5²⁵ o'clock P.M.

Eunice Marshall Register of Deeds

Terrie Eliza Deputy

Received April 16th 1926
Jennie Shatt
Register of Deeds

The above bond described having been paid in full, this mortgage is hereby released and the fee thereby created discharged.

As witness my hand this 2nd day of April 1926

Cl. E. Briefer
and Martha V. Briefer

Attest:

This Indenture is recorded on the original instrument.
The parties herein described having been paid in full, this mortgage is hereby released and the fee thereby created discharged.

John E. Briefer

Cl. E. Briefer

Recorded