

## MORTGAGE RECORD NO. 58

This Indenture, Made this eighteenth day of March in the year of our Lord  
nineteen hundred and eighteen between J. A. Diehl and Kate A. Diehl,  
his wife of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
The Farmers State and Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of  
Thirty-five Hundred (\$3,500.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain,  
sell and mortgage to the said part it of the second part its heirs and assigns, forever, all that tract or parcel of land

situated in the County of Douglas, State of Kansas, described as follows, to wit:  
Northwest Quarter (NW 1/4) of Section number Nine (S 9)  
Township number Thirteen (T 13) South of Range number  
Nineteen (R 19) East of the Sixth P.M. containing 160 acres  
more or less according to the government survey.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said

J. A. Diehl and Kate A. Diehl, his wife  
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 inalienable estate of inheritance therein, free and clear of all incumbrances except a Federal Loan  
of Seventy-five Hundred (\$7500.00) Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of  
Thirty-five Hundred Dollars  
according to the terms of a certain note this day executed  
and delivered by the said J. A. Diehl and Kate A. Diehl, his wife to the said part it 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 payments 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 it of the second part, its 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 it making such sale, on demand, to said J. A. Diehl and Kate A. Diehl, his wife their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

J. A. Diehl (SEAL)  
Kate A. Diehl (SEAL)  
Raymond Diehl (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of March A. D. 1918, before me,  
Geo. L. Breck a Notary Public in and for said County and State, came  
J. A. Diehl and Kate A. Diehl, his wife and Raymond Diehl  
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 Jan'y 19 1922 Geo. L. Breck Notary Public.

Filed for Record the 20 day of Feb A. D. 1919, at 2.50 o'clock P.M.  
Estelle Worchup Register of Deeds  
Fernest Flora Deputy.

See Release Book 64 Page 122.

The following is enforced on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.

Recorded Jan 15 1926  
Geo. L. Breck