

MORTGAGE RECORD NO. 58

Recorded May 13 1926
J. A. C. Weiseman
Notary Public
State of Kansas
To off no book 137. Page 248

This Indenture, Made this 12 day of December in the year of our Lord twentieth hundred eighteen between W. H. Wilber and Edith Wilber, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Lilly S. Youbey of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of Twenty Five Hundred (\$2500.00) 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 of of the second part her 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 South Eighty (80) acres of the East one half of South West quarter of Section Eight (8) Township Eighteen (18) Range Twenty (20) Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said W. H. Wilber and Edith Wilber do hereby covenant and agree that at the delivery hereof they are 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 \$2500.00 Dollars according to the terms of one certain note this day executed and delivered by the said W. H. Wilber and Edith Wilber to the said part of of the second part this note is made for five years at 6% annual interest

and this conveyances 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, 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 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 W. H. Wilber and Edith Wilber or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of W. H. Wilber (SEAL)
Edith Wilber (SEAL)

STATE OF KANSAS, Douglas County ss.
BE IT REMEMBERED, That on this 12 day of December A. D. 1918, before me,

J. C. Thier a Notary Public in and for said County and State, came W. H. Wilber and Edith Wilber, his wife (L.S.) to me personally known to be the same persons 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 October 25 1921 J. C. Thier Notary Public.

Filed for Record the 28th day of March A. D. 1919 at 11:30 o'clock A.M.
Edith Wilber Register of Deeds
Deputy.