

MORTGAGE RECORD NO. 58

This Indenture, Made this 10 day of April in the year of our Lord nineteen hundred and nineteen between Charles R Mathias and Lillian Nora Mathias, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Ellen Hill of the second part:

WITNESSETH That the said part one of the first part, in consideration of the sum of Two Thousand Nine Hundred (\$2900.00) 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 two of the second part heirs 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 west ten acres of the North Twenty (20) acres of the Northwest Quarter of Section Four (4) Township Fifteen (15) Range Twenty (20) east of the sixth Principal Meridian,
Also the North half of the North east one fourth quarter of Section Five (5) Township Fifteen (15) Range Twenty (20)
Also the South half of the North east quarter of section Five (5) Township 15 South, of Range Twenty (20) East of the sixth principal meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles R Mathias and Lillian Nora Mathias 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 inalienable estate of inheritance therein, free and clear of all incumbrances except \$10,000.00 on the South half of the North East 1/4 and the North half of NE 1/4 of Section Five, Twp 15, Range 20. This Grant is intended as a Mortgage to secure the payment of the sum of \$2900.00 Debt according to the terms of one certain note due in 5 years this day executed and delivered by the said Charles R Mathias and Lillian Nora Mathias to the said part two of the second part Int 6% privilege to pay at any time after one year before due

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 two of the second part heirs 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 sales, and the overplus, if any there be, shall be paid by the part two making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Charles R Mathias (SEAL)
Lillian Nora Mathias (SEAL)

STATE OF KANSAS, } ss.
Douglas County }
BE IT REMEMBERED, That on this 10 day of April A. D. 1919, before me, J. L. Hise a Notary Public in and for said County and State, came Charles R Mathias and Lillian Nora Mathias husband and wife 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 Oct 25 1921 J. L. Hise Notary Public
Filed for Record the 21 day of April A. D. 1919, at 8:55 o'clock A.M.
Estelle Northrup Register of Deeds
Elsie Flora Deputy.

Recorded Mar. 9th 1920
Estelle Northrup
Register of Deeds
Ellen Hill
B. M. Mathias

In consideration of full payment of the within mortgage I hereby release the same this 27th day of April 1920

ATTEST:
Estelle Northrup