MORTGAGE RECORD NO. 58

This Indenture, Made this 17th day of February in the year of our Lord nineteen hundred and nineteen between W. L. Kiefer and Martha V. Kiefer, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three Thousand 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 party of the second part his 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 2425 feet north of the south west corner of the northwest fractional quarter of Section 32 Township 12 Range 20 and 300 feet East of the west line of said Section which said point is 72 feet North and 300 feet East of the Meander corner between said Sections 31 and 32 on the right bank of the Kansas River; thence Magnetic variation 9 degrees and 35 minutes East, South 48 degrees East 242 feet to a stone; thence South 49 degrees 20 minutes East 528 feet to a stone; thence South 60 degrees East 239 feet to a stone; thence South 76½ degrees East 245 feet to a stone in the East boundary line of the real estate herein described, thence South 12½ feet more or less to the North line of the Right of Way of the Atchison Topeka & Santa Fe Railway Company; thence North along said Right of way 76 degrees West 45 feet thence North 65 degrees West 484 feet, thence North 52 degrees West along the North line of said Right of Way 520 feet to point 300 feet East of west line of said quarter Section; thence North and parallel to the west line of said quarter Section 1425 feet to the place of beginning, containing 3.6 acres. Also all their right, title, interest in the Right of Way agreement recorded in Vol. 102, page 443 in Register of Deeds office, Douglas Co., Kansas, on Aug. 24th 1918.

Also Lot number One hundred and sixty-eight (168) on Massachusetts Street in the City of Lawrence said County and State.

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

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable three years after date with 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 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 party of the second part, his 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 party 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. L. Kiefer (SEAL)
Martha V. Kiefer (SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of Feb A. D. 1924, before me, Jennie Hart a Notary Public in and for said County and State, came W. L. Kiefer and Martha V. Kiefer, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

(Seal)

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 1920 — Jennie Hart, Notary Public.

Filed for Record the 17 day of May A. D. 1919, at 9:25 o'clock A.M.
Estella Northrup, Register of Deeds
Pierce Flores, Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby discharged.
As witness my hand this 12th day of April A. D. 1926
Attest: Emma G. Blair, Assistant Register of Deeds
Hugh Blair
Hugh Blair

Recorded 4-16 1926
Ira E. Wellman, Register of Deeds

For Partial Release see Book 62 Page 196.

PEOPLES STATE BANK