

MORTGAGE RECORD NO. 58

This Indenture, Made this Eleventh day of August in the year of our Lord nineteen hundred and nineteen between Arnold Hammig and Carrie Hammig, his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and Maggie Shaw of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fourteen hundred 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 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:

Lot numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Fifteen (15), Sixteen (16), Seventeen (17), eighteen (18), Nineteen (19), and Twenty (20) in Block number Sixty-Four (64), in the city of Eudora, county and state aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arnold Hammig and Carrie Hammig 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred Dollars according to the terms of one certain note this day executed.

and delivered by the said Arnold Hammig and Carrie Hammig to the said party of the second part payable three years after date hereof, with 6% interest per annum from date. Interest payable annual.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 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 party making such sale, on demand, to said Arnold Hammig and Carrie Hammig theirs 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

Arnold Hammig (SEAL)

Carrie Hammig (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 11th day of August A. D. 1919, before me,

C. F. Richards a Notary Public in and for said County and State, came

Arnold Hammig and Carrie Hammig, his 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 April 4 1922

C. F. Richards

Notary Public.

Filed for Record the 14 day of August A. D. 1919, at 145 o'clock P.M.

Estelle Northrup Register of Deeds

Ferne Flora Deputy.

For Release See Book 67 Page 20