

MORTGAGE RECORD NO. 58

This Indenture, Made this ninth day of December in the year of our Lord nineteen hundred and nineteen between Clarence J. Filburn and Bertha Filburn, his wife, of the Township of Willow Springs 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 Six 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 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: The North Four and a half (4 1/2) acres of the following described tract of land: Beginning at the Southwest corner of the Southwest quarter (4) of Section (24) in Township (14) North, Range (11) West, then East (1) chain; thence North Four hundred and ninety eight (498) feet; thence West Four hundred and twenty-two (422) feet; to center of public road; thence Southwest along said center of said public road to point of beginning, less the North One and a half (1 1/2) acres to Niney, the land hereby conveyed containing Three (3) acres.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and wind to the extent of their insurable values in a company or companies approved of by this mortgagee, with this mortgage claim attached making loss payable to said mortgagee, as assigned interest may appear, and failing to do so holder of mortgage may have same insured and the cost of insuring added to the mortgage.

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 Six hundred 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 two 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 sale, 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Clarence J. Filburn (SEAL)
Bertha Filburn (SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 9th day of December A. D. 1919, before me,

Jennie Platt a Notary Public in and for said County and State, came Clarence J. Filburn and Bertha Filburn, his wife, 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 30th March 1920

Jennie Platt Notary Public.

Filed for Record the 10 day of December A. D. 1919, at 8:30 o'clock A.M.

Estlin Nickrup Register of Deeds
Ernest Glaser Deputy.

The filburns executed this mortgage instrument in the presence of the undersigned, a Notary Public in and for said County and State, and the same was duly acknowledged by them in my presence on the day and year first above written.

Recorded - Dec 21, 1920.

Estlin Nickrup
Register of Deeds

For Partial Release See Book 57 Page 457

Hugh Blair

Recorded - April 24 1921