

MORTGAGE RECORD NO. 58

This Indenture, Made this 19th day of December in the year of our Lord nineteen hundred nineteen between A. H. Fiehler and Lydia H. Fiehler, his wife of Eudora in the County of

Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Thirty Five Hundred 00/100 DOLLARS, to them du 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 2d of the second part its 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 Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 16, Township Thirteen (13) Range Twenty One (21).

(Revenue Stamps attached to note)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said A. H. Fiehler and Lydia H. Fiehler, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner 2d 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 Thirty Five Hundred Dollars according to the terms of certain note this day executed and delivered by the said parties of the first part to the said party 2d of the second part Merchants Loan and Savings Bank, Lawrence, Kansas.

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 2d of the second part, its 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 1st making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

A. H. Fiehler (SEAL)
Lydia H. Fiehler (SEAL)

STATE OF KANSAS,

Douglas County ss.
BE IT REMEMBERED, That on this 30th day of December A. D. 1919, before me,

C. E. Cory a Notary Public in and for said County and State, came A. H. Fiehler and Lydia H. Fiehler, his wife to me personally known to be the same person 2d 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 Dec 16 1922 19 C. E. Cory Notary Public.

Filed for Record the 23 day of Dec A. D. 1919, at 2 o'clock P.M.

Estelle Marsh Register of Deeds
Fernie Ford Deputy.

This instrument is intended to be a mortgage to secure the payment of the sum of \$35.00. The note herein described having been paid in full, this mortgage is hereby released and the same is discharged. At witness my hand this 19th day of May, A. D. 1922. Merchants Loan and Savings Bank By its proper officers

Recorded May 20th 1922. Estelle Marsh, Register of Deeds