

# MORTGAGE RECORD NO. 58

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This Indenture, Made this Sixth day of April in the year of our Lord one thousand and fourteen between Henry M. border and Rosa E. borders, his wife, of the Township of Douglas in the County of Douglas and State of Kansas, of the first part, and A. Eberhard of the second part:

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

All of the East half (1/2) of the Southeast quarter (1/4) of Section One (1) in Township Twelve (12) of Range Nineteen (19) East of the 6th P.M. lying South of the Right of Way of the Union Pacific Railroad, containing 2.78 acres more or less, in 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 Eight 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 five 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 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 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

Hugh Blair

H. M. border

Rosa E. borders

STATE OF KANSAS,

Douglas County ss.  
BE IT REMEMBERED, That on this 8 day of April A. D. 1914, before me,

Hugh Blair

Henry M. border and Rosa E. borders, 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 28 Decr 1917

Hugh Blair

Notary Public.

Filed for Record the 26 day of Feb. A. D. 1920, at 2 o'clock P.M.

Esther Thompson  
Furness Ford

Register of Deeds  
Deputy.

The following is contained on the original instrument released and the lien thereby created is hereby acknowledged by hand this 18th day of April A. D. 1920

A. Eberhard

James D. Blair  
Notary of Douglas

PEOPLES STATE BANK