

MORTGAGE RECORD NO. 58

This Indenture, Made this 15th day of March in the year of our Lord nineteen hundred twenty, between Otto Dreyer and Mildred Dreyer his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Thomas H. Kennedy of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Seven Thousand and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 East Quarter of Section Twenty Five (25) Township Thirtin (3) Range Nineten (19) containing one hundred sixty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Otto Dreyer and Mildred Dreyer, his wife 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 Seven Thousand and 00/100 Dollars according to the terms of 14 certain notes this day executed and delivered by the said Otto Dreyer and Mildred Dreyer, his wife to the said part 2d of the second part

and this conveyances 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 part 2d 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 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 part 2d 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 ha. we hereunto set their hand, and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of

C. H. McKeen

Lawrence, Kansas

STATE OF KANSAS,

Douglas County } ss.

Otto Dreyer

Mildred Dreyer

(SEAL)

(SEAL)

(SEAL)

BE IT REMEMBERED, That on this 8th day of April A. D. 1920, before me,

C. H. McKeen

a Notary Public in and for said County and State, came

Otto Dreyer and Mildred Dreyer, his wife

(L.S.)

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 December 17 1922 C. H. McKeen Notary Public.

Filed for Record the 10th day of April A. D. 1920, at 8:35 o'clock a. M.

Estelle L. Berthoff Register of Deeds

Deputy.

The following is endorsed on the original instrument: Recorded April 10